



BRECKENRIDGE TOWN COUNCIL WORK SESSION
Tuesday, August 10, 2010; 3:00 p.m.
Town Hall Auditorium

ESTIMATED TIMES: *The times indicated are intended only as a guide. They are at the discretion of the Mayor, depending on the length of the discussion and are subject to change.*

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3:00 – 3:15 p.m.	I	<u>PLANNING COMMISSION DECISIONS</u>	2
3:15 – 3:45 p.m.	II	<u>LEGISLATIVE REVIEW*</u>	
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3:45 – 4:15 p.m.	III	<u>MANAGERS REPORT</u>	
		Ski Area Update	Verbal
		Public Projects Update	Verbal
		Housing/Childcare Update	Verbal
		Committee Reports	11
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4:15 – 4:45 p.m.	IV	<u>OTHER</u>	
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4:45 – 5:45 p.m.	V	<u>PLANNING MATTERS</u>	
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		Planning Commission Interviews	55
		- 5:15 –Frank (Trip) Butler; 5:25 –Carrie McConnell; 5:35 –Jack Wolfe	
5:45 – 6:05 p.m.	VI	<u>EXECUTIVE SESSION</u>	
6:10 – 7:20 p.m.	VII	<u>JOINT MEETING-BRECK. OPEN SPACE ADVISORY COMMISSION</u>	
		Recognition of Ellen Hollinshead	59
		*ACTION ITEMS THAT APPEAR ON THE EVENING AGENDA	64

NOTE: Public hearings are not held during Town Council Work Sessions. The public is invited to attend the Work Session and listen to the Council's discussion. However, the Council is not required to take public comments during Work Sessions. At the discretion of the Council, public comment may be allowed if time permits and, if allowed, public comment may be limited. The Town Council may make a Final Decision on any item listed on the agenda, regardless of whether it is listed as an action item. The public will be excluded from any portion of the Work Session during which an Executive Session is held.

Report of Town Manager; Report of Mayor and Council members; Scheduled Meetings and Other Matters are topics listed on the 7:30 pm Town Council Agenda. If time permits at the afternoon work session, the Mayor and Council may discuss these items.

MEMORANDUM

To: Town Council

From: Peter Grosshuesch

Date: August 4, 2010

Re: Town Council Consent Calendar from the Planning Commission Decisions of the August 3, 2010, Meeting.

DECISIONS FROM THE PLANNING COMMISSION AGENDA OF August 3, 2010:

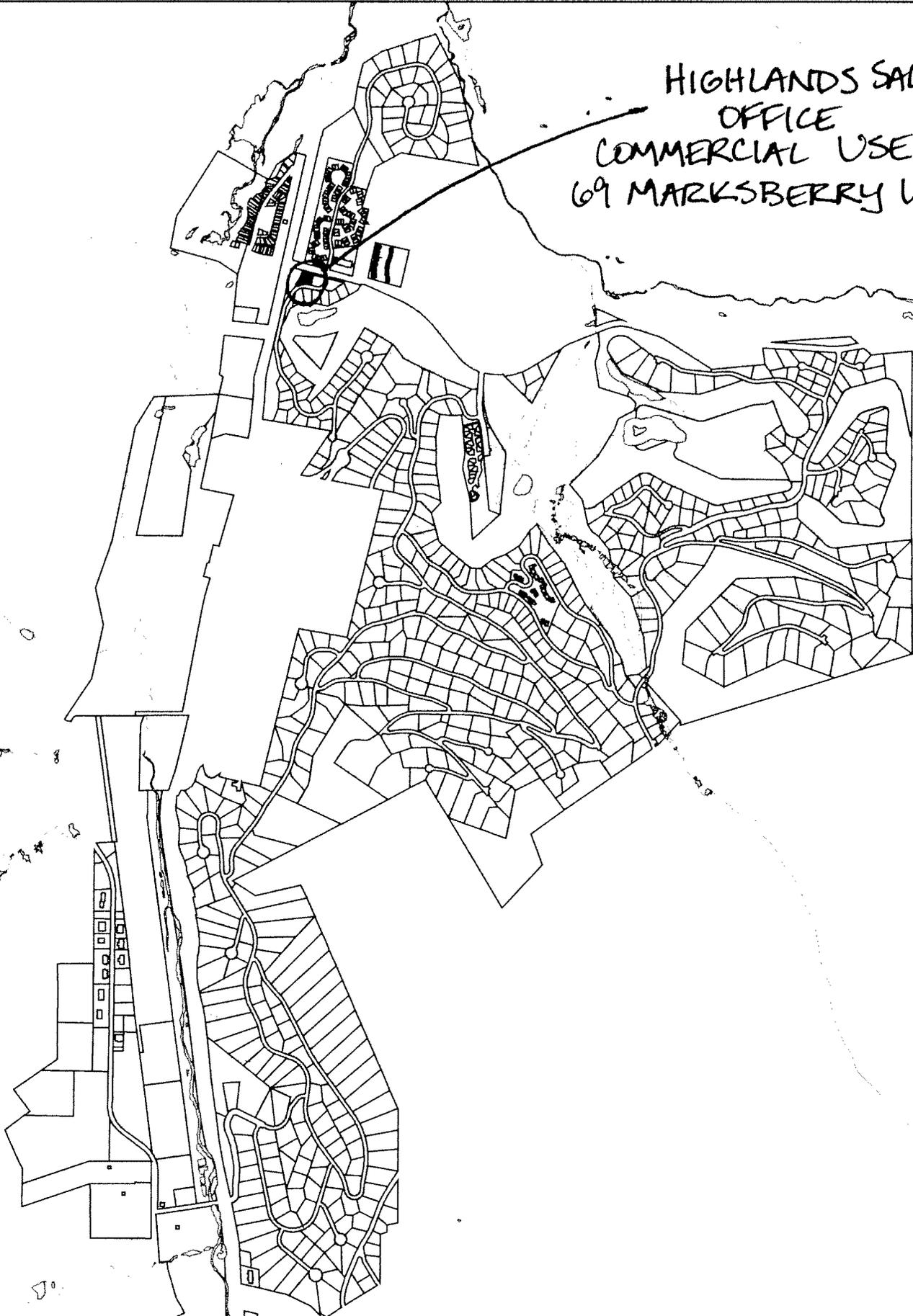
CLASS C APPLICATIONS:

1. Christie Garage, PC#2010040, 9 Midnight Sun Road
Construction of a new detached two-car garage. Approved.

CLASS B APPLICATIONS:

1. Nauman Residence Historic Renovation and Landmarking, PC#2010030, 211 East Washington
 - a) Perform an extensive exterior restoration of the historic house and a remodel of the non-compliant addition. Resulting structure will include 2 bedrooms, 2 bathrooms, 1,368 sq. ft. of density and 1,391 sq. ft. of mass for a F.A.R. of 1:1.6. Approved.
 - b) Recommendation that the Town Council adopt an ordinance to Landmark the historic structure based on proposed restoration efforts and the fulfillment of criteria for Architectural and Physical Integrity significance as stated in Section 9-11-4 of the Landmarking Ordinance. Approved.

HIGHLANDS SALES
OFFICE
COMMERCIAL USE
69 MARKSBERRY WAY



Town of Breckenridge and Summit County governments
assume no responsibility for the accuracy of the data, and
use of the product for any purpose is at user's sole risk.

Breckenridge North

printed 2007

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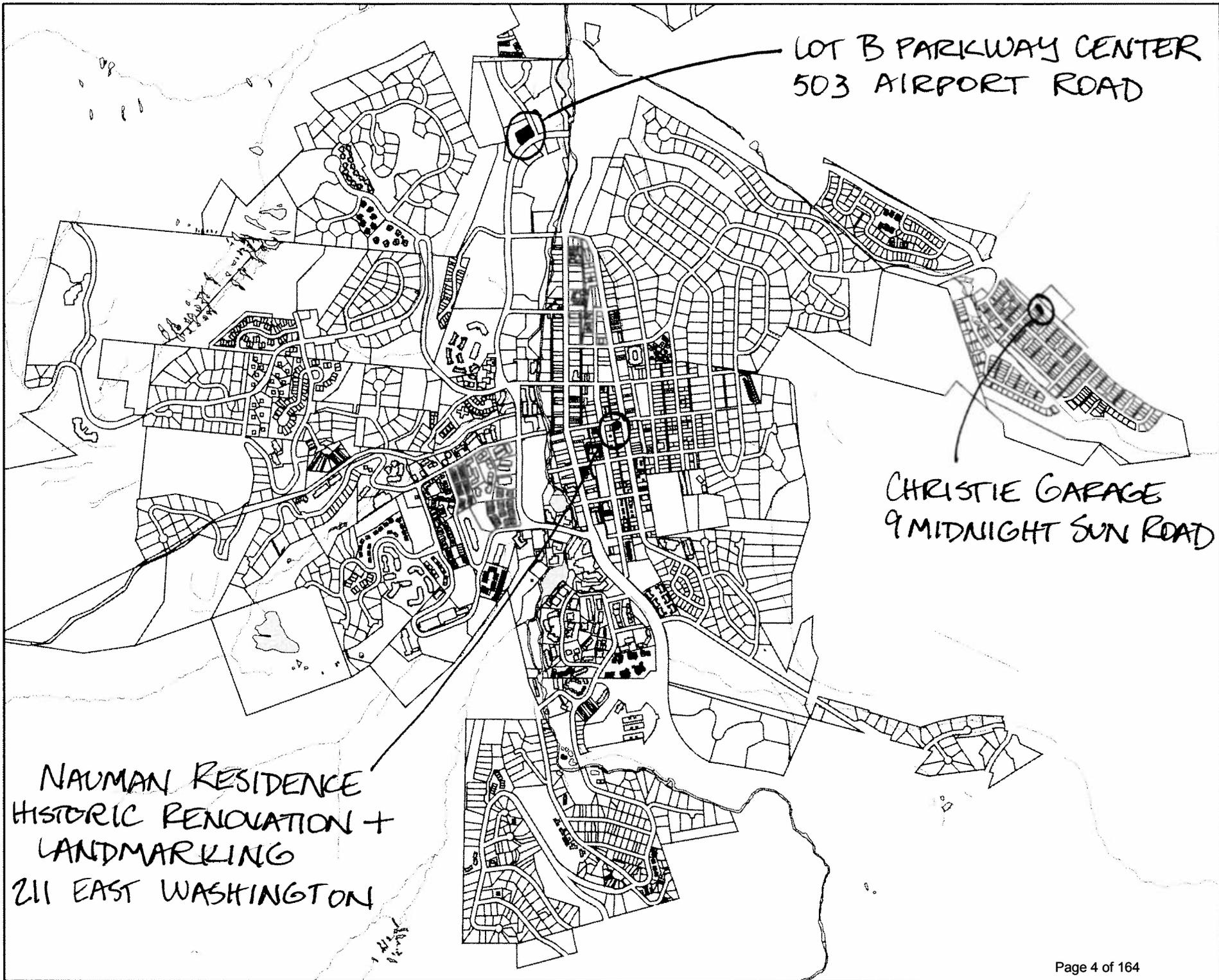
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Town of Breckenridge and Summit County governments
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Breckenridge South

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LOT B PARKWAY CENTER
503 AIRPORT ROAD

CHRISTIE GARAGE
9 MIDNIGHT SUN ROAD

NAUMAN RESIDENCE
HISTORIC RENOVATION +
LANDMARKING
211 EAST WASHINGTON

PLANNING COMMISSION MEETING

The meeting was called to order at 7:05 pm.

ROLL CALL

Jim Lamb	Dan Schroder	Michael Bertaux
Leigh Girvin	Rodney Allen	Dave Pringle (arrived at 7:17 pm)
Mark Burke		

APPROVAL OF MINUTES

Ms. Girvin corrected her comment on Page 7: “I was on the Upper Blue Planning Commission...when Alpine Rock came about...”

Mr. Bertaux corrected a word on the comments on page 9 under Other Matters: “As long as he recuses himself”, not “excuses”.

With two changes, the minutes of the July 20, 2010 Planning Commission meetings were approved unanimously (5-0).

APPROVAL OF AGENDA

Mr. Neubecker requested addition of a discussion of “Historic Preservation Construction Methods” onto work sessions. This is to discuss how a building restoration or renovation work will be performed, so that staff and the Commission are comfortable with the methodology before construction begins.

With the one additional item, the Agenda for the August 3, 2010 Planning Commission meeting was approved unanimously (5-0).

CONSENT CALENDAR:

1) Christie Garage (MMO) PC#2010040, 9 Midnight Sun Road

With no request for call up, the consent calendar was approved as presented.

TOWN COUNCIL REPORT:

Mr. Burke: The Town Council does not think that a Council member needs to fill the empty seat on the Planning Commission. We get the minutes; we feel that we do not need to be present. This is also based on the direction of the Town Attorney.

We also raised the concern of the annexation of the Entrada property, which was in the process of de-annexation. At the request of the property owner, we are trying to see if we can work out an agreement. Amazing Grace Change of Use was briefly discussed. The Red, White and Blue Fire District vs. The County ambulance services were also issues raised.

Mr. Schroder, Ms. Girvin and Mr. Lamb agreed that it would be beneficial to include a Town Council member on the Planning Commission, and that having the meeting minutes are really not substitute for being completely present and engaged in the planning meeting. The rest of the Planning Commission agreed. (Mr. Grosshuesch: We are keeping these planning meetings as short as possible to work with everyone’s schedule. It is not right to discuss non-planning issues when the meetings are already long, and consultants are being paid by an applicant to listen to non-planning issues.)

WORKSESSIONS:

1) Historic Preservation Construction Methods.

Mr. Neubecker presented. The McMenemy residence and the Bradley residences are two historic buildings that have recently been renovated. We need to talk with contractors, architects, building officials, etc. about these historic buildings that need to be preserved, but also to discuss the method the contractor proposes to do the project. Staff would like to know if the Planning Commission would agree to add a future discussion about these Historic Preservation issues. The issue here is to ensure that we have actual ‘Historic Preservation’ and not ‘Historic Imitation’ with completely new materials. Staff agrees that we should try to maintain the initial fabric, whether it is encapsulated in some other materials or not. (Mr. Allen: Is there training available on preservation that the

Commission could attend before continuing on these decisions?) Staff confirmed that training is available. The Planning Commission agreed to put this item on future agenda.

2) Highlands Sales Office Commercial Use (CN)

Mr. Neubecker presented a proposal to convert the existing sales office on Lot 1, Golf Course Subdivision, to a neighborhood commercial use, and to construct a new building for the real estate sales office on Lot 2 (currently used as a driveway and parking).

The floor plan of the existing building does not work well for the needs of the realty operation and the owners would like to construct a new building (in residential character) to accommodate their needs. The provision of commercial use at the north end of town has been discussed on numerous occasions, including the original master planning of the Delaware Flats Master Plan (see the memo from the applicants). More recently, there were discussions of including some support commercial uses within the Stan Miller Master Plan. The residential growth at the north end of town including the Golf Course Subdivision, Highland Greens, Vic's Landing, Highlands Park, The Shores, Stan Miller Subdivision, Villas at Swan's Nest, Ten Mile Vista, Summit Estates and various other neighborhoods makes this a much denser bed base than in past years. Providing a small commercial operation in this area could help to alleviate traffic congestion on Highway 9, reduce vehicle miles travelled, and maintain tax revenue within Town limits.

Staff believes that this idea should be considered in greater detail. While there may be some challenges with issues such as traffic and parking, we believe the site can be sensitively developed, and that this use could be a valuable service to residents in this vicinity. To accommodate this proposal, a transfer of density and a master plan amendment would be required. If the Commission supports this idea, staff will continue to work with the applicants, who will likely submit a more formal application for your consideration. Staff presented some concept plans on how this site could be developed. Mr. Neubecker asked for Planning Commission feedback on this proposed commercial development.

Mr. Don Nilsson, Agent: Discussed the area's original master plan and Highway 9 change of location back in the 1980s, which split the Highlands into two (2) pieces, 2A and 2B, as well as other annexations that have taken place in the area. Only commercial left at north end of town is 40 SFEs at new BBC site. He proposes that this is the only site left in the area to build a small 'iconic' neighborhood market for a coffee bar, deli, grocery, etc. Compared use and merchandise to "The Market" on Larimer Square. As the Tiger Road corridor builds up, this will be a convenient and much needed market area. Reminded the Commission that the old Highlands sales building will not work for a real estate office or other office building use. Other uses for this area, such as a gas station, would not be suitable for this area at this time because of costs for a project like that and other road congestion problems. We're looking to build a nice small neighborhood commercial for the neighborhood, not necessarily a service station for Highway 9.

Commissioner Questions/Comments:

Mr. Bertaux: A gas station is not what makes profit; it is the other items that people buy as they purchase gas. Because there is not a set investor, it is not guaranteed that an investor would not come in and decide to do a gas station. (Mr. Neubecker: Staff also does not want a gas station, as much greater impact would result from a gas station, which is not proposed.)

Final Comments: I agree that Mr. Leidal makes a compelling argument. I do not want to see a gas station here, or a mini mall. I think that commercial development is possible, but a lot of kinks need to be worked out here. You need to address the concerns of the neighbors. It is workable, but you've got some issues to deal with.

Mr. Schroder: Final Comments: I am fully in favor of commercial near this corner. I lived in this area for several years at Villas at Swans Nest, and would have loved to have a closer spot to get groceries or goods. Farmers Korner is 3 miles, and town is 5 miles. How great would it be for the residents and their visitors to have a little place like this.

Ms. Girvin: Final Comments: I'm not averse to having commercial development at the north end of town, but I don't know that this is the right location. Service commercial would be more functional in other locations. There are traffic and circulation issues with Tiger Road and Highway 9. I do not want to see a parking lot here by Highway 9. It will ruin the aesthetics of the area and it will certainly pull people off of Highway 9 as you say you are not trying to do. Elevations don't look like single

family. The Summit Cove example does not have parking facing the highway. If we allow this, it has to fit the need. I don't know how we can dictate the types of businesses that could serve this community. A gas station is certainly not feasible, nor would a florist or a pub (as in the Summit Cove area). The community needs milk and groceries. Let's consider that at Farmer's Korner you can get a few groceries. There are other available commercial properties near BBC by the Stan Miller area. That's the appropriate location.

Mr. Pringle: Final Comments: I have long been an advocate of commercial out there to serve The Highlands. I find it interesting that we feel forced to put this commercial development in this proposed location. Sounds like an Amazing Grace, with some food on the shelves, but I don't know if it is commercially viable; it does seem that this is the only property left for a use like this. Mr. Leidal makes a compelling argument about the Highlands sales office. I never thought it would be something like this. Have you considered putting in a little post-office sub-station here? I would like to see a viable use here, not just something that will sit there unused. I'm not opposed to a node of commercial in the Highlands area. I'm not convinced that this is the perfect location. Would like to see the Highlands HOA bless this.

Mr. Lamb: Final Comments: Mr. Leidal makes a good argument. What I like about Breckenridge, though, is that you can walk to town, get a cup of coffee, newspaper, etc. I thought that the Highlands homeowners would embrace this idea. Not sure if this would generate the amount of traffic that some other uses would. If I had a house in this area, I would love this proposed market place with a 'mom and pop' market feel. I would like to see it continued exploration of this idea and maybe an opinion survey from the Home Owner's Association. I think it could be done well.

Mr. Allen: Please elaborate about the current zoning on Lots 1 and 2. (Mr. Neubecker: There is currently commercial zoning for Lots 1 and 2. A density transfer would be required from the TDR bank.)

Final Comments: I agree and support Mr. Leidal's comments. I don't want to change master plans, but I agree with Mr. Schroder and do like the idea of a neighborhood commercial use area here. I have site plan issues, such parking outside of the disturbance envelope, disturbing the natural open space, traffic issues and parking. If you can jump over those hurdles and appease the neighbors, then I think it's a good idea. Keeping the residential character is a big concern. Good luck!

Mr. Allen opened the hearing to public comment.

Mr. Mark Leidal, Owner at 217 Marksberry Way: Now it's my turn for N.I.M.B.Y.! The initial intent for the master plan for this area of the Highlands was to be a go-to location for the showing and selling of homes in the area (a real estate office). The plat says it was "intended to be a sales office". At that time, density was transferred for this purpose. This proposal would limit the access to Tiger Road. There is a platted access restriction on Tiger Road. It would also encroach onto the natural open space tract. Building envelopes need to be respected. This would force traffic flow onto a residential road. If we change this from two (2) residential lots to a commercial site, it will surely attract signage and restrict views. I, obviously, I am opposed to this commercial proposal. HOA also has veto power on commercial uses here. I am concerned about increased traffic, additional municipal services (dumpsters, etc.). I would like to see these two lots return to residential land use. In Silverthorne, residents do NOT like commercial development in their neighborhoods.

There was no more public comment, and the hearing was closed.

FINAL HEARINGS:

1) Nauman Residence Historic Renovation and Landmarking (MMO) PC#2010030, 211 East Washington
Mr. Mosher presented a proposal to perform an extensive exterior restoration of the historic house and a remodel of the non-compliant addition. The reconstruction of the historic house will include a full basement beneath the historic portion of the footprint within the property lines and a window well outside the property line along the west edge of the site. Local landmarking of the property is also requested.

Changes since the July 6, 2010 Meeting

1. The on-site parking plan has been modified showing 4'-9" of the required 18' extending over the north property line.
2. As suggested, one Balsam Poplar (Balm of Gilead) has been added to the landscaping plan.
3. Wooden newels have been added to the north elevation at the porch.

4. A final Point Analysis and Findings and Conditions (specifically addressing the encroachment license agreement) have been included.

Staff recommended approval of the Nauman Residence Historic Renovation and Landmarking, PC#2010030. Staff also suggested the Planning Commission recommend that the Town Council adopt an ordinance to locally landmark the historic structure based on proposed restoration efforts and the fulfillment of criteria for Architectural and Physical Integrity significance as stated in Section 9-11-4 of the Landmarking Ordinance.

Mr. Mosher presented the architectural blueprints. He pointed out that Policy 80-A, with direction from the Commission, is shown as non-applicable, the head-height has not been changed, the encroachment license agreement has been slightly changed, and parking and landscaping are as stated. Staff suggests that the project be passed with positive nine (+9) points.

Mr. Allen brought Condition 22 to Mr. Mosher's attention. He suggested it be placed "prior to building permit."

Mr. Allen opened the hearing to public comment. There was no public comment and the hearing was closed.

Ms. Janet Sutterley, Architect: I know that you still are weary of adding a basement here which might be used for additional illegal residential use, but I just want to assure you that this will not happen.

Commissioner Questions/Comments:

Mr. Bertaux: The important application of landmark structure and historic preservation is great. I support this project as presented. Efforts of staff and the applicant have been great.

Mr. Schroder: I approve of the project as presented tonight. I like the way that it has progressed and moved forward since it was presented.

Ms. Girvin: I approve, but I am done beating a dead horse over it. I am still concerned with the stairs to the basement and will be keeping my eye on it.

Mr. Pringle: I approve and am glad we could make this project happen for you. I'm glad we were able to work on the encroachment issues. I think you've done a great job. This and the neighboring house will be tremendous assets to the Town.

Mr. Lamb: I approve, and will be watching it too.

Mr. Allen: Fantastic job, I applaud you. I'm happy it will get approved tonight, but I am still concerned with parking and Policy 9-A and Policy 18-A. I think you are making a non-conforming structure more non-conforming. Positive changes have made an improvement and I approve of the project. I recommend that the point analysis be changed, though.

Mr. Allen made a motion to change the point analysis for the Nauman Residence Historic Renovation and Landmarking, PC#2010030, 211 East Washington Avenue, to reflect not complying with absolute Policies 9-A and 18-A. The motion failed due to no second.

Mr. Pringle made a motion approve the point analysis for the Nauman Residence Historic Renovation and Landmarking, PC#2010030, 211 East Washington Avenue, with positive nine (+9) points. Mr. Bertaux seconded, and the motion was approved (5-1).

Mr. Pringle made a motion to approve the Nauman Residence Historic Renovation and Landmarking, PC#2010030, 211 East Washington, with the presented findings and conditions and highlighting Findings 7, 8, and 9. Mr. Bertaux seconded, and the motion was approved unanimously (6-0).

Mr. Pringle made a motion to recommend that the Town Council adopt an ordinance to Landmark the historic structure based on proposed restoration efforts and the fulfillment of criteria for Architectural and Physical Integrity significance as stated in Section 9-11-4 of the Landmarking Ordinance. Mr. Lamb seconded, and the motion was approved unanimously (6-0).

PRELIMINARY HEARINGS:

- 1) Lot B, Parkway Center (CK) PC#2010037, 503 Airport Road

Mr. Kulick presented a proposal to construct a 9,721 sq. ft. mixed use building. The first level will consist of 4,861 sq. ft. of retail space and 908 sq. ft. of café space. The second level is designed for 3,472 sq. ft. of office space and 480 sq. ft. of employee housing. The primary exterior materials proposed include vertical wood siding, horizontal wood siding, brick, vertical metal siding, glass, and wooden trusses with steel plants and fasteners. A material and color sample board was presented.

Traffic access and circulation was discussed. It was planned originally as a ‘left-in, right-in, right-out’ turning movement along Park Avenue, but was changed to a ‘right-in, right-out’ which was approved by CDOT and will be changed in the plans for the next hearing.

The sidewalk has already been constructed along the Airport Road property line. Park Avenue will not have a sidewalk, because there is no bus stop proposal on that side, and Public Works does not want to maintain the sidewalk. The Planning Commission discussed the idea and the necessity of a sidewalk where it is not proposed, which will be addressed at a later hearing.

Proposed parking spaces, landscaping, employee housing, infrastructure were discussed. Mr. Tom Begley, Applicant, suggested that the remaining site improvements are planned to be finished this year.

Mr. Tom Begley, Breckenridge Lands (Applicant): This parcel is held within Docson’s (Breckenridge Lands) properties. We would like to go ahead and put in the common parking lots, dumpster building, etc. this summer while we still have some good weather and then come back to talk about the building in the fall. We would like to see a sidewalk at a minimum along Park Avenue. We are more than happy to pay for a bus shelter in that area. We are open to support and direction from the Planning Commission.

Ms. Suzanne Allen-Guerra, Architect: We are trying to put contemporary mountain flair to this new building. Organic features such as bolder rock and timber logs, as well as historic mining materials such as a metal roof have been incorporated into the building. The proposed tower was discussed. (Mr. Kulick read the building regulations regarding the building height in the area.) (Mr. Begley mentioned that they are not pushing the height limit just to push it. They are looking for a defining focal point for the corner of the lot that could anchor the structure and create a positive focal point.

Staff believed that this proposal is off to a great start. At this preliminary review, staff asked for general comments on the site design, architecture, parking and landscaping.

In addition, Staff had two specific questions:

1. Did the Commission believe the parapet element is exempted from the height guidelines?
2. Did the Commission support the proposed architecture, including the materials?

Staff welcomed any additional comments.

Commissioner Questions/Comments:

Mr. Bertaux: I am okay with the tower element. It may be a little bit overwhelming; it doesn’t seem very ‘Breckenridge’ but it is reminiscent of our mining history and may be a good radical change for us. Appreciate the employee housing for site security and attracting employees to the area and thinks there should be a sidewalk on South Park to help people move easily from this parcel into the next undeveloped lot and into the adjacent Gold Rush parking lot. We do not want ‘jaywalking’ on this state highway. So this may be an engineering or public works future issue. All in all, I support the project.

Mr. Schroder: Agree with the other Planning Commissioners and am pleased with the proposed architecture and the ‘radical’ tower structure. Had originally been concerned with the density in this tower, but with no floor in tower, that problem is solved. Thinks that a sidewalk needs to be put in place on the South Park for safety and pedestrian flow. Believes that they are exempt of the height guideline and supports the project. Can’t wait to see it move forward.

Ms. Girvin: Believes this is a very important corner. It is crucial to have good architecture here. Thinks that the project is off to a great start. Had initially thought that the architecture looked more like Park Meadows mall in Denver, but changes have been made to make it look more ‘mining’ and ‘historic’.

Would like to see a bigger picture of the master plan with parking, details, pedestrian circulation, etc. Approves of the building height and would like to see native landscaping, and a sidewalk on Park Avenue.

Mr. Pringle: Questioned that other than the architecture, was the rest of this review fairly accurate? Would like to see the brick replaced with a more natural material on the back side so that it would be more prominent on the front side and softened on the back side. (Ms. Stacy Lindholm of Allen-Guerra Design-Build suggested that they had proposed brick on both sides for sustainability.) Likes the tower element as a positive focal point. I would like to see sidewalks on all sides. People in Breckenridge walk everywhere, and they can't do that when we just take out a sidewalk.

Mr. Lamb: Really likes the project, but would like to see an additional sidewalk on the South Park property line.

Mr. Allen: Agrees with everything Ms. Girvin has commented. A sidewalk belt and bus easement need to be not only suggested, but required.

Mr. Allen opened the hearing to public comment. There was no public comment, and the hearing was closed.

OTHER MATTERS:

Mr. Bertaux recommended that we inform architects about the discussion on Historic Preservation workshops.

ADJOURNMENT:

The meeting was adjourned at 9:37 p.m.

Rodney Allen, Chair

MEMO

TO: Mayor & Town Council
FROM: Tim Gagen
DATE: August 4, 2010
SUBJECT: Committee Reports for 8.10.10 Council Packet

The following committee reports were submitted by Town Employees and/or the Town Manager:

Summit Stage Advisory Board	James Phelps	July 28, 2010
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The Advisory Board recommended the following:

- (1) Additional Service will be provided to A-Basin. The additional service will be from the Breckenridge end of season thru Memorial Day at an approximate cost of 38K.
- (2) The current third bus to Copper Mtn, hours will be modified to 6-9A and 3-6P only, for a cost savings of approx 10K.
- (3) Frisco to Breckenridge route change will include eliminating the Medical Campus & County Commons to only once per hour (currently twice/hr). Additionally CMC (currently on Southbound) will be eliminated. CMC will be serviced by the Free Ride. John Jones indicated that for both recommended changes there would be very little impact. The result of these will allow the Frisco-Breckenridge Route to run on time.
- (4) The Advisory Board unanimously voted to eliminate the Summit Cove Residential Route, cost savings of 289K. Recommendations total to an approximate savings of \$200K.
- (5) The New Fleet garage has been rescheduled for a ribbon breaking on Oct. 01, 2010.

Total Ridership for June: decrease of 4.85% under 2009.

Para transit Ridership for June: a decrease of 25.86% under 2009.

Late night Ridership for June: increase of 19.30% over 2009.

Lake County (Contracted Route) Ridership – 185 riders, for the year 1126.

Tax Collections for 2010 to date (thru May) are up 1.4% or \$44,762 over 2009.

Sales Tax collection for May 2010 was up 0.6% over 2009 or \$1,898.

Public Art Commission	Jenn Cram	June - July, 2010
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The Popsicle

The Commission is grateful to be able to pay the artist Doyle Svenby \$3,450 from the existing Public Art budget based on Council feedback during the joint meeting on July 13th. The sculpture has been on loan since 2008. BPAC has plans to raise an additional \$2,000 this year. The total sales price for the piece is \$6,900.

Sculpture on the Blue

Sculptures were installed on June 11th with signage.

Public Reception – August 4th, 4:00 pm to 6:00 pm in the Blue River Plaza. BPAC will be present to encourage the public to vote for People’s Choice. The Ballot Box will be at the Welcome Center after the public reception with brochures and ballots until September 20th.

Artist Reception – September 1st, 5:00 pm to 7:00 pm at the Fuqua Livery Stable. Join the artists for a tour of the 2010 sculptures and then a reception to follow.

Ann Weaver Painting Dedication

Ann Weaver donated a watercolor painting to the Public Art Collection “Main Street Sunset”. The formal dedication of the painting located in the Administrative Conference Room on the 3rd floor of Town Hall is scheduled for Wednesday August 18th from 4:00 pm to 4:30 pm.

Community Arts Update

Tin Shop - Paul Farinacci from Roslyn, NY is currently at the Tin Shop through August 31st. Paul is a mixed media artist focusing on papier mache. Paul's public reception is planned for Thursday, August 5th from 4:00 pm to 6:00 pm. Paul will also host a papier mache puppet workshop on August 17th and 24th from 5:00 pm to 7:00 pm. Paul's visit is being sponsored by Coldwell Banker Bunchman Real Estate.

Friends of the Arts District – the next Friends of the Arts District meeting is scheduled for Monday, August 9th at 5:30 pm at the Fuqua Livery Stable.

<u>Committees</u>	<u>Representative</u>	<u>Report Status</u>
CAST	Mayor Warner/Tim Gagen	No Meeting
CDOT	Tim Gagen	Verbal
CML	Tim Gagen	No Meeting
Mayors, Managers & Commissions Mtg	Mayor Warner	No Meeting
Summit Leadership Forum	Tim Gagen	No Meeting
Liquor Licensing Authority*	MJ Loufek	No Meeting
Wildfire Council	Matt Thompson	No Meeting
Public Art Commission*	Jenn Cram	Included
Summit Stage*	James Phelps	Included
Police Advisory Committee	Rick Holman	No Meeting
Housing/Childcare Committee	Laurie Best	Verbal Report

Note: Reports by provided by the Mayor and Council Members are listed in the council agenda.

* Minutes to some meetings are provided in the Manager's Newsletter.

**TOWN OF BRECKENRIDGE
TAXABLE SALES ANALYSIS BY BUSINESS SECTOR**

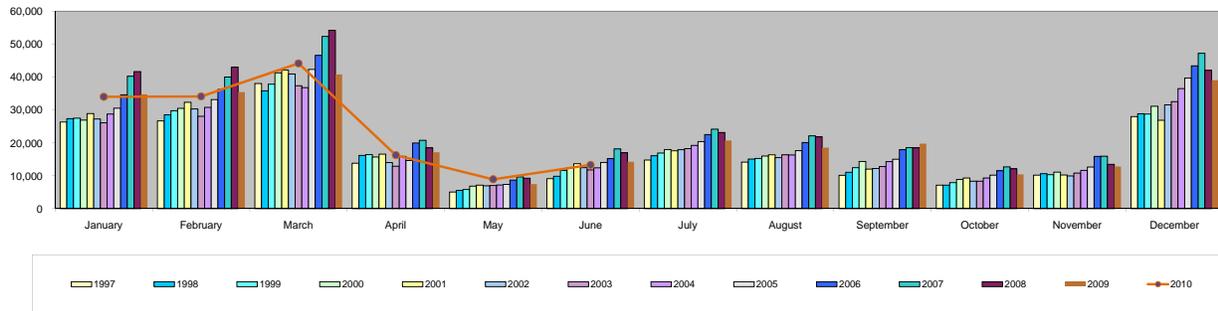
(in Thousands of Dollars)

Total - All Categories*

* excluding Undefined and Utilities categories

	Actual 1997	Actual 1998	Actual 1999	Actual 2000	Actual 2001	Actual 2002	Actual 2003	Actual 2004	Actual 2005	Actual 2006	Actual 2007	Actual 2008	Actual 2009	Actual 2010	Monthly 09-10	YTD 2009	YTD 2010	YTD % Change 09-10
January	26,315	27,355	27,490	26,938	28,887	27,264	26,117	28,764	30,549	34,589	40,283	41,665	34,774	34,006	-2.2%	34,774	34,006	-2.2%
February	26,667	28,510	29,777	30,510	32,350	30,295	28,093	30,808	33,171	36,236	40,034	43,052	35,439	34,127	-3.7%	70,213	68,133	-3.0%
March	38,037	35,824	37,843	41,307	42,120	40,962	37,377	36,807	42,370	46,603	52,390	54,237	40,803	44,167	8.2%	111,016	112,300	1.2%
April	13,809	16,196	16,407	15,702	16,565	13,982	12,868	15,894	14,635	19,963	20,758	18,483	17,160	16,258	-5.3%	128,176	128,558	0.3%
May	5,024	5,530	5,822	6,816	7,107	6,914	7,028	7,179	7,355	8,661	9,629	9,251	7,459	8,912	19.5%	135,635	137,470	1.4%
June	9,093	9,826	11,561	12,400	13,676	12,426	11,774	12,395	14,043	15,209	18,166	16,988	14,246	13,299	-6.6%	149,881	150,769	0.6%
July	14,791	16,080	16,899	17,949	17,575	17,909	18,273	19,208	20,366	22,498	24,168	23,160	20,734	0	n/a	170,615	150,769	n/a
August	14,145	15,077	15,253	15,994	16,389	15,508	16,362	16,326	17,625	20,071	22,125	21,845	18,552	0	n/a	189,167	150,769	n/a
September	10,099	11,033	12,427	14,310	12,002	12,224	12,778	14,261	15,020	17,912	18,560	18,481	19,743	0	n/a	208,910	150,769	n/a
October	7,120	7,132	7,880	8,876	9,289	8,323	8,311	9,306	10,170	11,544	12,687	12,120	10,434	0	n/a	219,344	150,769	n/a
November	10,173	10,588	10,340	11,069	10,211	9,942	10,780	11,604	12,647	15,877	15,943	13,483	12,775	0	n/a	232,119	150,769	n/a
December	27,965	28,845	28,736	31,107	26,870	31,564	32,525	36,482	39,687	43,431	47,258	42,076	39,058	0	n/a	271,177	150,769	n/a
Totals	203,238	211,996	220,435	232,978	233,041	227,313	222,286	239,034	257,638	292,594	322,001	314,841	271,177	150,769				

2010 Monthly Sales Tax Activity (in thousands of dollars)



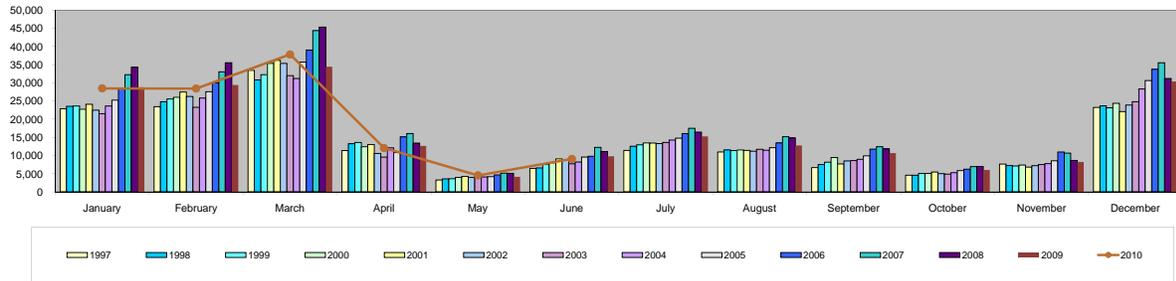
**TOWN OF BRECKENRIDGE
TAXABLE SALES ANALYSIS BY BUSINESS SECTOR**

(in Thousands of Dollars)

Retail-Restaurant-Lodging Summary

	Actual 1997	Actual 1998	Actual 1999	Actual 2000	Actual 2001	Actual 2002	Actual 2003	Actual 2004	Actual 2005	Actual 2006	Actual 2007	Actual 2008	Actual 2009	Actual 2010	Monthly 09-10	YTD 2009	YTD 2010	YTD % Change 09-10
January	22,893	23,523	23,629	22,723	24,118	22,465	21,509	23,620	25,240	28,528	32,258	34,290	28,793	28,470	-1.1%	28,793	28,470	-1.1%
February	23,443	24,805	25,532	26,044	27,464	26,258	23,253	25,826	27,553	29,972	33,039	35,511	29,387	28,426	-3.3%	58,180	56,896	-2.2%
March	33,414	30,809	32,254	35,348	36,196	35,344	31,988	31,209	35,705	39,051	44,390	45,338	34,421	37,818	9.9%	92,601	94,714	2.3%
April	11,347	13,256	13,579	12,426	13,029	10,587	9,562	12,102	10,773	15,134	16,025	13,410	12,642	12,066	-4.6%	105,243	106,780	1.5%
May	3,264	3,565	3,610	3,949	4,203	3,950	4,331	4,095	4,179	4,647	5,146	5,111	4,109	4,512	9.8%	109,352	111,292	1.8%
June	6,451	6,588	7,513	8,001	9,058	8,619	7,724	8,217	9,568	9,789	12,225	11,112	9,789	9,050	-7.5%	119,141	120,342	1.0%
July	11,405	12,527	12,944	13,464	13,406	13,292	13,590	14,248	14,766	16,038	17,499	16,446	15,251	0	n/a	134,392	120,342	n/a
August	10,981	11,517	11,352	11,542	11,407	11,174	11,717	11,429	12,122	13,446	15,167	14,815	12,755	0	n/a	147,147	120,342	n/a
September	6,687	7,492	8,160	9,443	7,666	8,513	8,599	8,940	9,897	11,761	12,418	11,794	10,642	0	n/a	157,789	120,342	n/a
October	4,560	4,578	5,049	5,054	5,425	4,991	4,855	5,257	5,824	6,248	6,934	6,977	6,010	0	n/a	163,799	120,342	n/a
November	7,617	7,255	7,122	7,352	6,816	7,174	7,511	7,771	8,557	10,963	10,650	8,637	8,200	0	n/a	171,999	120,342	n/a
December	23,219	23,650	23,124	24,361	22,090	23,901	24,818	28,314	30,619	33,736	35,517	31,211	30,361	0	n/a	202,360	120,342	n/a
Totals	165,281	169,565	173,868	179,707	180,878	176,268	169,457	181,028	194,803	219,313	241,268	234,652	202,360	120,342				

2010 Monthly Sales Tax Activity (in thousands of dollars)



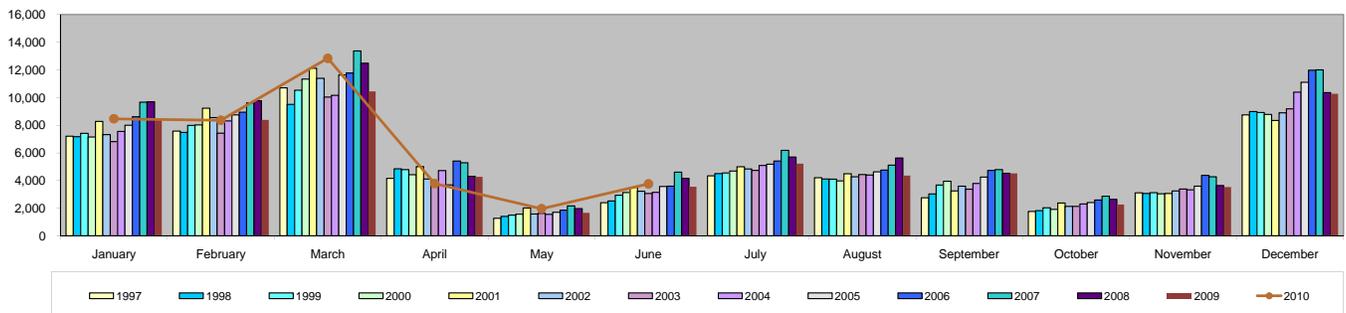
**TOWN OF BRECKENRIDGE
TAXABLE REVENUE ANALYSIS BY BUSINESS SECTOR**

(in Thousands of Dollars)

Retail Sales

	Actual 1997	Actual 1998	Actual 1999	Actual 2000	Actual 2001	Actual 2002	Actual 2003	Actual 2004	Actual 2005	Actual 2006	Actual 2007	Actual 2008	Actual 2009	Actual 2010	Monthly 09-10	Actual 2009	Actual 2010	YTD 09-10
January	7,205	7,173	7,411	7,149	8,271	7,320	6,807	7,545	8,001	8,607	9,665	9,684	8,416	8,461	0.5%	8,416	8,461	0.5%
February	7,568	7,474	7,983	8,024	9,231	8,549	7,418	8,312	8,744	8,942	9,607	9,763	8,385	8,358	-0.3%	16,801	16,819	0.1%
March	10,702	9,507	10,525	11,337	12,116	11,390	10,028	10,162	11,632	11,774	13,373	12,479	10,437	12,836	23.0%	27,238	29,655	8.9%
April	4,156	4,841	4,789	4,423	5,008	4,105	3,679	4,714	3,678	5,406	5,287	4,301	4,262	3,777	-11.4%	31,500	33,432	6.1%
May	1,272	1,408	1,492	1,569	2,014	1,583	1,626	1,549	1,708	1,858	2,165	1,965	1,667	1,958	17.5%	33,167	35,390	6.7%
June	2,391	2,521	2,931	3,135	3,514	3,227	3,062	3,140	3,565	3,589	4,597	4,153	3,549	3,758	5.9%	36,716	39,148	6.6%
July	4,336	4,499	4,543	4,678	4,998	4,838	4,732	5,087	5,174	5,403	6,176	5,700	5,216	0	n/a	41,932	39,148	n/a
August	4,199	4,109	4,100	3,973	4,492	4,269	4,429	4,397	4,620	4,757	5,110	5,631	4,352	0	n/a	46,284	39,148	n/a
September	2,753	3,021	3,671	3,944	3,242	3,587	3,370	3,781	4,249	4,726	4,783	4,527	4,516	0	n/a	50,800	39,148	n/a
October	1,759	1,815	2,024	1,908	2,374	2,132	2,127	2,298	2,404	2,591	2,866	2,635	2,265	0	n/a	53,065	39,148	n/a
November	3,108	3,060	3,124	3,041	3,057	3,249	3,378	3,326	3,586	4,376	4,267	3,641	3,524	0	n/a	56,589	39,148	n/a
December	8,746	8,985	8,919	8,782	8,338	8,893	9,184	10,388	11,099	11,971	12,000	10,358	10,268	0	n/a	66,857	39,148	n/a
Totals	58,195	58,413	61,512	61,963	66,655	63,142	59,840	64,699	68,460	74,000	79,896	74,837	66,857	39,148				

2010 Monthly Sales Tax Activity (in thousands of dollars)



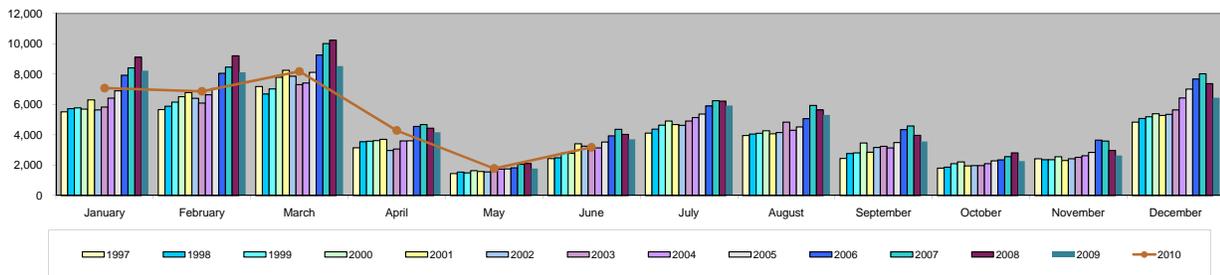
**TOWN OF BRECKENRIDGE
TAXABLE REVENUE ANALYSIS BY BUSINESS SECTOR**

(in Thousands of Dollars)

Restaurants/Bars

	Actual 1997	Actual 1998	Actual 1999	Actual 2000	Actual 2001	Actual 2002	Actual 2003	Actual 2004	Actual 2005	Actual 2006	Actual 2007	Actual 2008	Actual 2009	Actual 2010	Monthly 09-10	Actual 2009	Actual 2010	YTD 09-10
January	5,515	5,723	5,784	5,697	6,300	5,644	5,835	6,425	6,897	7,924	8,414	9,117	8,231	7,083	-13.9%	8,231	7,083	-13.9%
February	5,667	5,880	6,162	6,519	6,783	6,412	6,092	6,637	7,047	8,058	8,467	9,208	8,127	6,870	-15.5%	16,358	13,953	-14.7%
March	7,180	6,688	7,031	7,792	8,258	7,870	7,307	7,413	8,117	9,256	10,015	10,240	8,527	8,182	-4.0%	24,885	22,135	-11.1%
April	3,149	3,548	3,576	3,624	3,706	2,967	3,068	3,595	3,609	4,552	4,678	4,440	4,173	4,290	2.8%	29,058	26,425	-9.1%
May	1,454	1,541	1,492	1,641	1,590	1,561	1,808	1,746	1,760	1,832	2,058	2,107	1,783	1,781	-0.1%	30,841	28,206	-8.5%
June	2,437	2,488	2,796	2,779	3,413	3,257	2,982	3,136	3,525	3,938	4,370	4,030	3,712	3,181	-14.3%	34,553	31,387	-9.2%
July	4,113	4,380	4,639	4,910	4,675	4,632	4,913	5,138	5,375	5,905	6,249	6,218	5,931	0	n/a	40,484	31,387	n/a
August	3,953	4,056	4,106	4,270	4,068	4,156	4,832	4,302	4,521	5,067	5,933	5,639	5,319	0	n/a	45,803	31,387	n/a
September	2,452	2,770	2,814	3,468	2,860	3,169	3,249	3,138	3,498	4,340	4,585	3,971	3,563	0	n/a	49,366	31,387	n/a
October	1,807	1,870	2,097	2,220	1,959	1,977	1,978	2,100	2,290	2,352	2,564	2,818	2,279	0	n/a	51,645	31,387	n/a
November	2,428	2,364	2,367	2,558	2,307	2,425	2,520	2,624	2,841	3,651	3,593	2,972	2,641	0	n/a	54,286	31,387	n/a
December	4,834	5,076	5,191	5,393	5,275	5,354	5,646	6,428	7,017	7,681	8,028	7,371	6,447	0	n/a	60,733	31,387	n/a
Totals	44,989	46,384	48,055	50,871	51,194	49,424	50,230	52,682	56,497	64,556	68,954	68,131	60,733	31,387				

2010 Monthly Sales Tax Activity (in thousands of dollars)



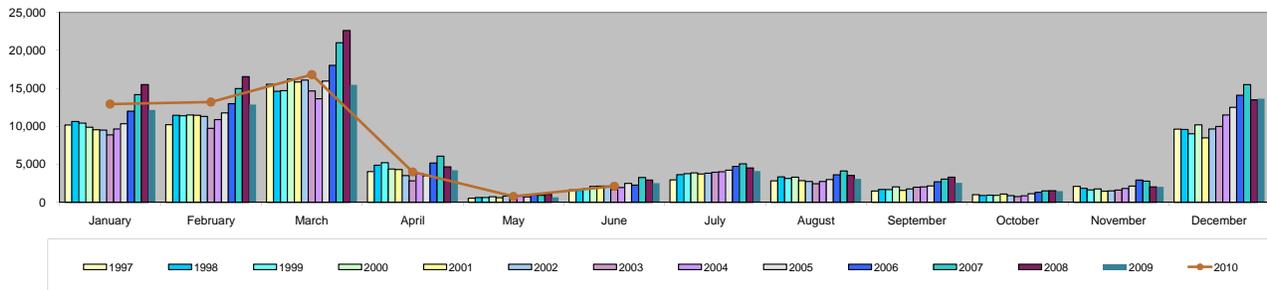
**TOWN OF BRECKENRIDGE
TAXABLE REVENUE ANALYSIS BY BUSINESS SECTOR**

(in Thousands of Dollars)

Short-Term Lodging

	Actual 1997	Actual 1998	Actual 1999	Actual 2000	Actual 2001	Actual 2002	Actual 2003	Actual 2004	Actual 2005	Actual 2006	Actual 2007	Actual 2008	Actual 2009	Actual 2010	Monthly 09-10	Actual 2009	Actual 2010	YTD 09-10
January	10,173	10,627	10,434	9,877	9,547	9,501	8,867	9,650	10,342	11,997	14,179	15,489	12,146	12,926	6.4%	12,146	12,926	6.4%
February	10,208	11,451	11,387	11,501	11,450	11,297	9,743	10,877	11,762	12,972	14,965	16,540	12,875	13,198	2.5%	25,021	26,124	4.4%
March	15,532	14,614	14,698	16,219	15,822	16,084	14,653	13,634	15,956	18,021	21,002	22,619	15,457	16,800	8.7%	40,478	42,924	6.0%
April	4,042	4,867	5,214	4,379	4,315	3,515	2,815	3,793	3,486	5,176	6,060	4,669	4,207	3,999	-4.9%	44,685	46,923	5.0%
May	538	616	626	739	599	806	897	800	711	957	923	1,039	659	773	17.3%	45,344	47,696	5.2%
June	1,623	1,579	1,786	2,087	2,131	2,135	1,680	1,941	2,478	2,262	3,258	2,929	2,528	2,111	-16.5%	47,872	49,807	4.0%
July	2,956	3,648	3,762	3,876	3,733	3,822	3,945	4,023	4,217	4,730	5,074	4,528	4,104	0	n/a	51,976	49,807	n/a
August	2,829	3,352	3,146	3,299	2,847	2,749	2,456	2,730	2,981	3,622	4,124	3,545	3,084	0	n/a	55,060	49,807	n/a
September	1,482	1,701	1,675	2,031	1,564	1,757	1,980	2,021	2,150	2,695	3,050	3,296	2,563	0	n/a	57,623	49,807	n/a
October	994	893	928	926	1,092	882	750	859	1,130	1,305	1,504	1,524	1,466	0	n/a	59,089	49,807	n/a
November	2,081	1,831	1,631	1,753	1,452	1,500	1,613	1,821	2,130	2,936	2,790	2,024	2,035	0	n/a	61,124	49,807	n/a
December	9,639	9,589	9,014	10,186	8,477	9,654	9,988	11,498	12,503	14,084	15,489	13,482	13,646	0	n/a	74,770	49,807	n/a
Totals	62,097	64,768	64,301	66,873	63,029	63,702	59,387	63,647	69,846	80,757	92,418	91,684	74,770	49,807				

2010 Monthly Sales Tax Activity (in thousands of dollars)



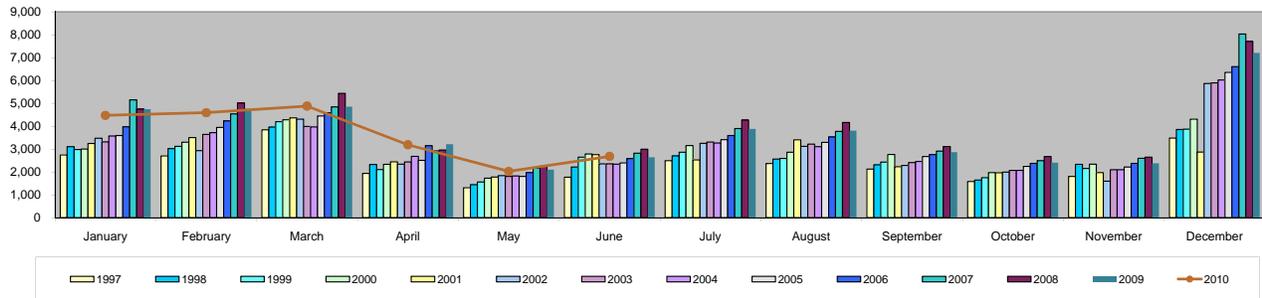
**TOWN OF BRECKENRIDGE
TAXABLE REVENUE ANALYSIS BY BUSINESS SECTOR**

(in Thousands of Dollars)

Grocery/Liquor Stores

	Actual 1997	Actual 1998	Actual 1999	Actual 2000	Actual 2001	Actual 2002	Actual 2003	Actual 2004	Actual 2005	Actual 2006	Actual 2007	Actual 2008	Actual 2009	Actual 2010	Monthly 09-10	Actual 2009	Actual 2010	YTD 09-10
January	2,746	3,104	2,977	2,999	3,242	3,472	3,314	3,570	3,589	3,977	5,149	4,744	4,741	4,472	-5.7%	4,741	4,472	-5.7%
February	2,702	3,020	3,119	3,296	3,501	2,931	3,643	3,714	3,949	4,233	4,536	5,009	4,755	4,590	-3.5%	9,496	9,062	-4.6%
March	3,839	3,960	4,199	4,282	4,366	4,311	3,988	3,968	4,449	4,585	4,844	5,436	4,852	4,877	0.5%	14,348	13,939	-2.9%
April	1,937	2,325	2,105	2,330	2,441	2,336	2,437	2,682	2,503	3,149	2,920	2,959	3,213	3,186	-0.8%	17,561	17,125	-2.5%
May	1,309	1,440	1,558	1,728	1,779	1,836	1,801	1,823	1,806	1,969	2,169	2,246	2,100	2,024	-3.6%	19,661	19,149	-2.6%
June	1,772	2,214	2,648	2,784	2,760	2,352	2,354	2,341	2,392	2,584	2,822	2,990	2,643	2,682	1.5%	22,304	21,831	-2.1%
July	2,494	2,701	2,862	3,152	2,527	3,253	3,303	3,266	3,414	3,588	3,899	4,264	3,881	0	n/a	26,185	21,831	n/a
August	2,364	2,559	2,587	2,861	3,404	3,117	3,216	3,103	3,292	3,529	3,771	4,161	3,807	0	n/a	29,992	21,831	n/a
September	2,122	2,311	2,430	2,765	2,231	2,284	2,409	2,456	2,671	2,757	2,908	3,113	2,864	0	n/a	32,856	21,831	n/a
October	1,584	1,644	1,748	1,969	1,965	1,990	2,066	2,069	2,239	2,372	2,494	2,673	2,408	0	n/a	35,264	21,831	n/a
November	1,804	2,330	2,152	2,339	1,970	1,597	2,096	2,096	2,214	2,377	2,600	2,647	2,379	0	n/a	37,643	21,831	n/a
December	3,477	3,858	3,869	4,305	2,865	5,868	5,897	6,017	6,356	6,604	8,028	7,705	7,203	0	n/a	44,846	21,831	n/a
Totals	28,150	31,466	32,254	34,810	33,051	35,347	36,524	37,105	38,874	41,724	46,140	47,947	44,846	21,831				

2010 Monthly Sales Tax Activity (in thousands of dollars)



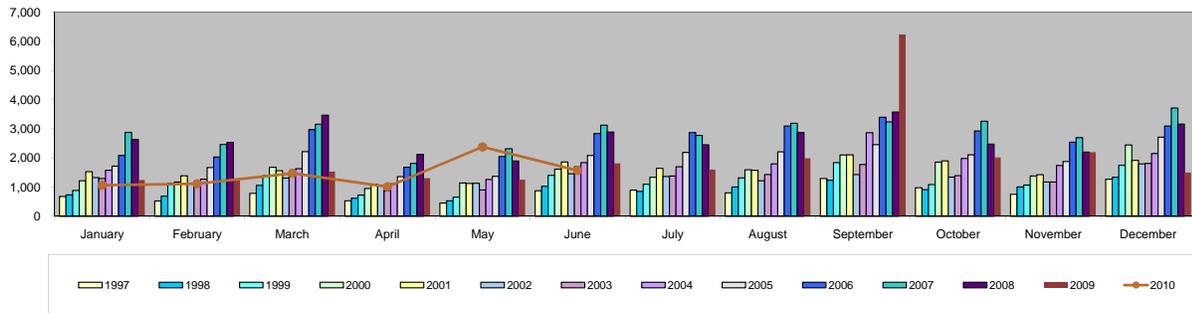
**TOWN OF BRECKENRIDGE
TAXABLE REVENUE ANALYSIS BY BUSINESS SECTOR**

(in Thousands of Dollars)

Supplies

	Actual 1997	Actual 1998	Actual 1999	Actual 2000	Actual 2001	Actual 2002	Actual 2003	Actual 2004	Actual 2005	Actual 2006	Actual 2007	Actual 2008	Actual 2009	Actual 2010	Monthly 09-10	Actual 2009	Actual 2010	YTD 09-10
January	676	728	884	1,216	1,527	1,327	1,294	1,574	1,720	2,084	2,876	2,631	1,240	1,064	-14.2%	1,240	1,064	-14.2%
February	522	685	1,126	1,170	1,385	1,106	1,197	1,268	1,669	2,031	2,459	2,532	1,297	1,111	-14.3%	2,537	2,175	-14.3%
March	784	1,055	1,390	1,677	1,558	1,307	1,401	1,630	2,216	2,967	3,156	3,463	1,530	1,472	-3.8%	4,067	3,647	-10.3%
April	525	615	723	946	1,095	1,059	869	1,110	1,359	1,680	1,813	2,114	1,305	1,006	-22.9%	5,372	4,653	-13.4%
May	451	525	654	1,139	1,125	1,128	896	1,261	1,370	2,045	2,314	1,894	1,250	2,376	90.1%	6,622	7,029	6.1%
June	870	1,024	1,400	1,615	1,858	1,455	1,696	1,837	2,083	2,836	3,119	2,886	1,814	1,567	-13.6%	8,436	8,596	1.9%
July	892	852	1,093	1,333	1,642	1,364	1,380	1,694	2,186	2,872	2,770	2,450	1,602	0	n/a	10,038	8,596	n/a
August	800	1,001	1,314	1,591	1,578	1,217	1,429	1,794	2,211	3,096	3,187	2,869	1,990	0	n/a	12,028	8,596	n/a
September	1,290	1,230	1,837	2,102	2,105	1,427	1,770	2,865	2,452	3,394	3,234	3,574	6,237	0	n/a	18,265	8,596	n/a
October	976	910	1,083	1,853	1,899	1,342	1,390	1,980	2,107	2,924	3,259	2,470	2,016	0	n/a	20,281	8,596	n/a
November	752	1,003	1,066	1,378	1,425	1,171	1,173	1,737	1,876	2,537	2,693	2,199	2,196	0	n/a	22,477	8,596	n/a
December	1,269	1,337	1,743	2,441	1,915	1,795	1,810	2,151	2,712	3,091	3,713	3,160	1,494	0	n/a	23,971	8,596	n/a
Totals	9,807	10,965	14,313	18,461	19,112	15,698	16,305	20,901	23,961	31,557	34,593	32,242	23,971	8,596				

2010 Monthly Sales Tax Activity (in thousands of dollars)



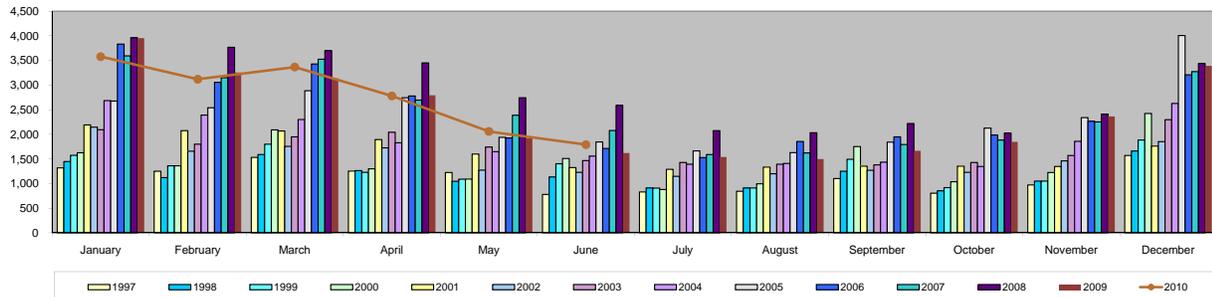
**TOWN OF BRECKENRIDGE
TAXABLE REVENUE ANALYSIS BY BUSINESS SECTOR**

(in Thousands of Dollars)

Utilities

	Actual 1997	Actual 1998	Actual 1999	Actual 2000	Actual 2001	Actual 2002	Actual 2003	Actual 2004	Actual 2005	Actual 2006	Actual 2007	Actual 2008	Actual 2009	Actual 2010	Monthly 09-10	Actual 2009	Actual 2010	YTD 09-10
January	1,320	1,446	1,575	1,625	2,191	2,144	2,093	2,684	2,675	3,829	3,591	3,961	3,950	3,576	-9.5%	3,950	3,576	-9.5%
February	1,250	1,121	1,360	1,359	2,075	1,659	1,800	2,391	2,540	3,056	3,149	3,765	3,253	3,118	-4.2%	7,203	6,694	-7.1%
March	1,533	1,591	1,799	2,090	2,067	1,754	1,947	2,299	2,883	3,428	3,525	3,699	3,134	3,365	7.4%	10,337	10,059	-2.7%
April	1,255	1,262	1,227	1,299	1,894	1,724	2,040	1,827	2,741	2,778	2,694	3,448	2,792	2,779	-0.5%	13,129	12,838	-2.2%
May	1,226	1,047	1,089	1,091	1,599	1,272	1,740	1,647	1,939	1,926	2,386	2,742	1,917	2,057	7.3%	15,046	14,895	-1.0%
June	780	1,133	1,402	1,510	1,325	1,228	1,466	1,558	1,846	1,713	2,078	2,588	1,620	1,790	10.5%	16,666	16,685	0.1%
July	830	913	907	880	1,289	1,147	1,427	1,394	1,663	1,529	1,588	2,075	1,539	0	n/a	18,205	16,685	n/a
August	844	910	913	994	1,336	1,198	1,393	1,408	1,629	1,854	1,621	2,031	1,497	0	n/a	19,702	16,685	n/a
September	1,103	1,249	1,494	1,752	1,354	1,271	1,381	1,435	1,843	1,949	1,792	2,219	1,667	0	n/a	21,369	16,685	n/a
October	804	854	917	1,039	1,353	1,227	1,429	1,348	2,127	1,987	1,883	2,026	1,845	0	n/a	23,214	16,685	n/a
November	974	1,049	1,052	1,225	1,348	1,461	1,569	1,856	2,340	2,264	2,251	2,411	2,364	0	n/a	25,578	16,685	n/a
December	1,570	1,661	1,885	2,423	1,760	1,852	2,297	2,627	4,005	3,206	3,271	3,435	3,388	0	n/a	28,966	16,685	n/a
Totals	13,489	14,236	15,620	17,287	19,591	17,937	20,582	22,474	28,231	29,519	29,829	34,400	28,966	16,685				

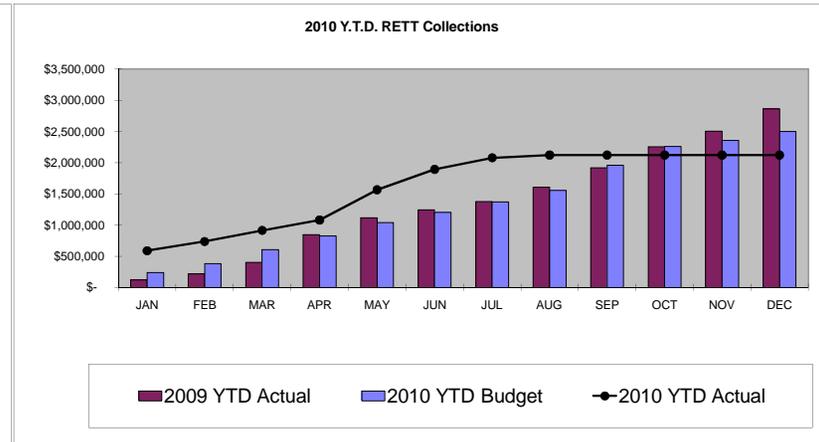
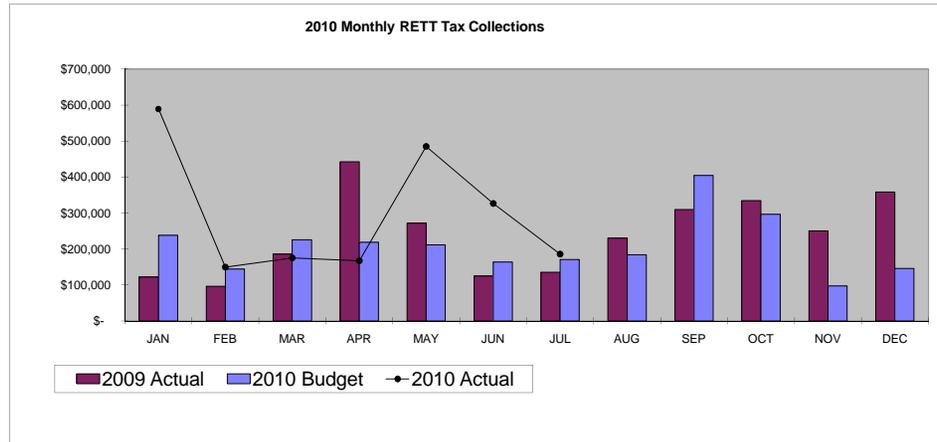
2010 Monthly Sales Tax Activity (in thousands of dollars)



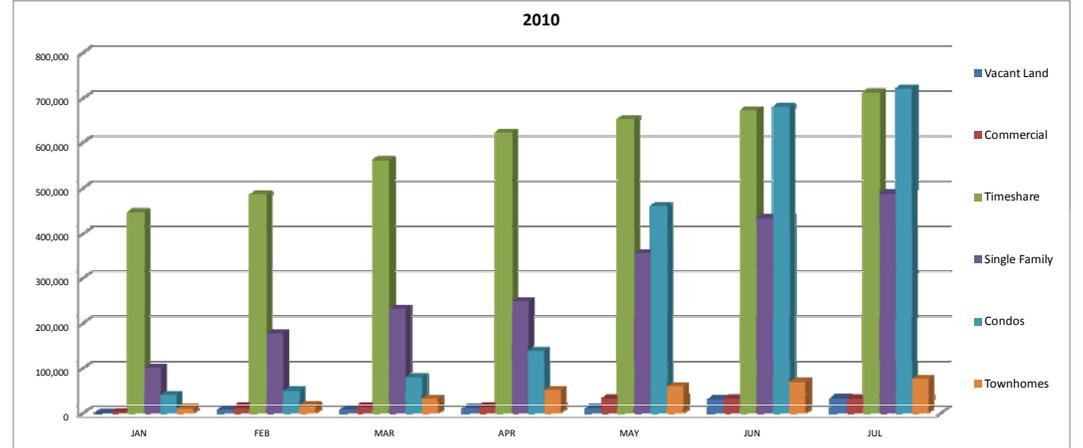
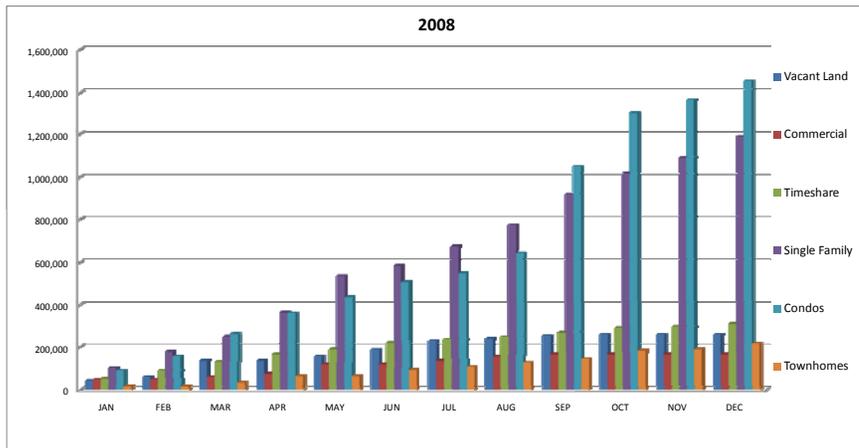
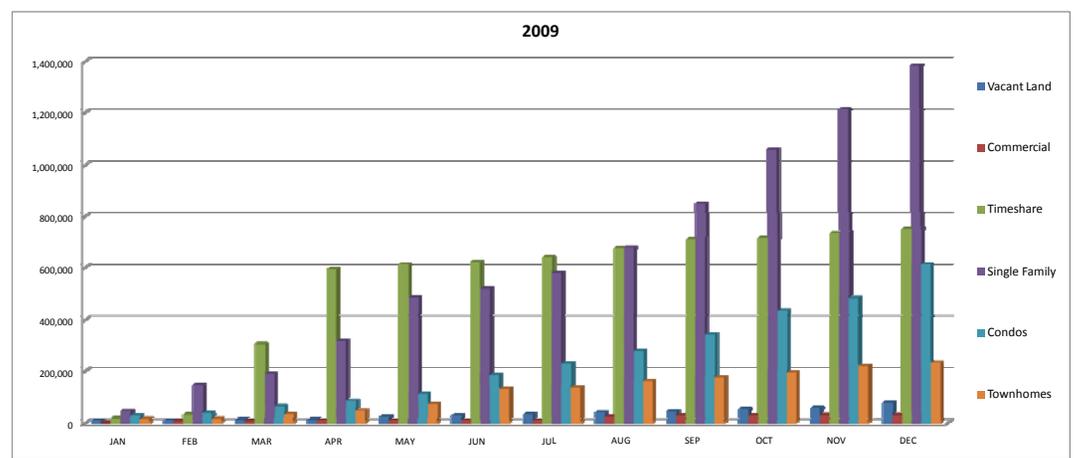
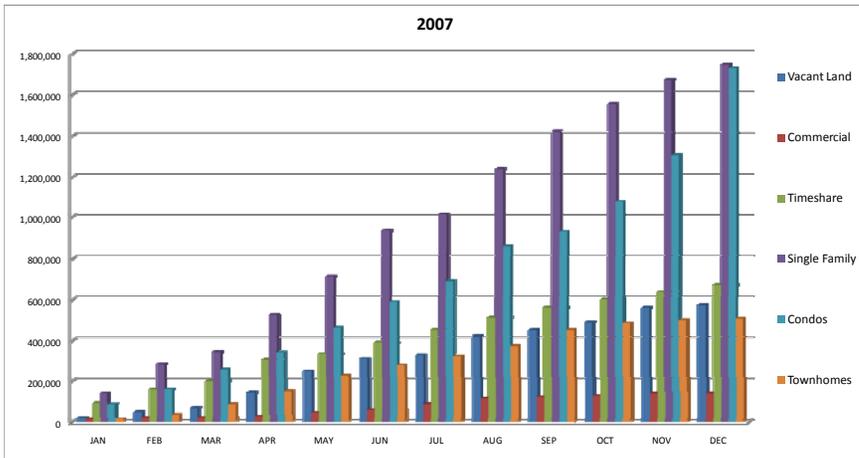
**TOWN OF BRECKENRIDGE
REAL ESTATE TRANSFER TAX COLLECTIONS
REPORTED IN THE PERIOD EARNED**

Sales Period	2007 Collections			2009 Collections			2010 Budget			2010 Monthly				2010 Year to Date			
	Tax Collected	Year To Date	Percent of Total	Tax Collected	Year To Date	Percent of Total	Tax Budgeted	Year To Date	Percent of Total	Actual	% of Budget	% Change from 2007	% Change from 2009	Actual	% of Budget	% Change from 2007	% Change from 2009
JAN	\$ 352,958	\$ 352,958	6.2%	\$ 122,238	\$ 122,238	4.3%	\$ 237,814	\$ 237,814	9.51%	\$ 588,874	247.6%	66.8%	381.7%	\$ 588,874	247.6%	66.8%	381.7%
FEB	342,995	695,953	12.3%	96,379	218,617	7.6%	144,335	382,149	15.29%	149,303	103.4%	-56.5%	54.9%	738,178	193.2%	6.1%	237.7%
MAR	271,817	967,770	17.1%	185,714	404,331	14.1%	225,613	607,762	24.31%	175,161	77.6%	-35.6%	-5.7%	913,339	150.3%	-5.6%	125.9%
APR	564,624	1,532,394	27.0%	442,039	846,370	29.6%	218,626	826,388	33.06%	167,038	76.4%	-70.4%	-62.2%	1,080,377	130.7%	-29.5%	27.6%
MAY	533,680	2,066,074	36.4%	271,393	1,117,763	39.1%	211,243	1,037,631	41.51%	484,618	229.4%	-9.2%	78.6%	1,564,995	150.8%	-24.3%	40.0%
JUN	522,999	2,589,073	45.6%	124,822	1,242,585	43.4%	163,352	1,200,983	48.04%	326,779	200.0%	-37.5%	161.8%	1,891,775	157.5%	-26.9%	52.2%
JUL	343,610	2,932,683	51.7%	135,393	1,377,977	48.2%	170,942	1,371,925	54.88%	186,067	108.8%	-45.8%	37.4%	2,077,841	151.5%	-29.1%	50.8%
AUG	594,349	3,527,032	62.1%	230,014	1,607,991	56.2%	183,756	1,555,681	62.23%	43,693	23.8%	-92.6%	-81.0%	2,121,535	136.4%	-39.8%	31.9%
SEP	711,996	4,239,028	74.7%	309,701	1,917,692	67.0%	404,440	1,960,121	78.40%	-	0.0%	n/a	n/a	2,121,535	108.2%	-50.0%	10.6%
OCT	392,752	4,631,779	81.6%	334,899	2,252,591	78.7%	296,502	2,256,623	90.26%	-	0.0%	n/a	n/a	2,121,535	94.0%	-54.2%	-5.8%
NOV	459,147	5,090,926	89.7%	250,106	2,502,697	87.5%	97,454	2,354,077	94.16%	-	0.0%	n/a	n/a	2,121,535	90.1%	-58.3%	-15.2%
DEC	\$ 584,308	\$ 5,675,235	100.0%	\$ 358,422	\$ 2,861,119	100.0%	\$ 145,922	2,500,000	100.00%	\$ -	0.0%	n/a	n/a	\$ 2,121,535	84.9%	-62.6%	-25.8%

August #s are as of 8/3/10

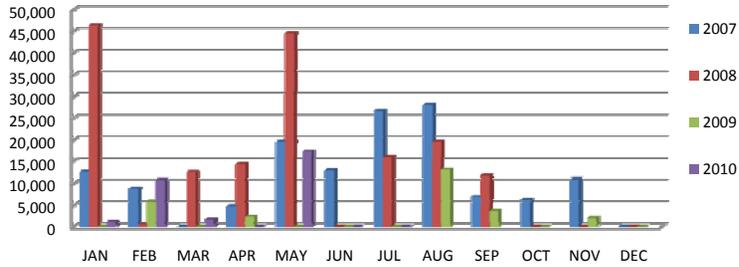


**TOWN OF BRECKENRIDGE
REAL ESTATE TRANSFER TAX COLLECTIONS
YTD CATEGORIES BY MONTH**

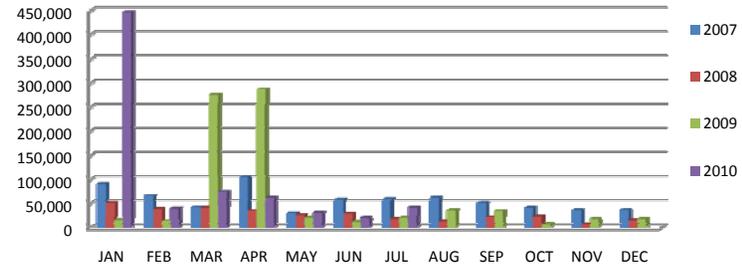


TOWN OF BRECKENRIDGE REAL ESTATE TRANSFER TAX COLLECTIONS MONTHLY BY CATEGORY

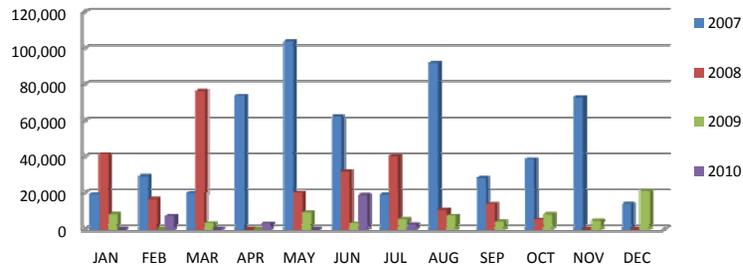
Commercial



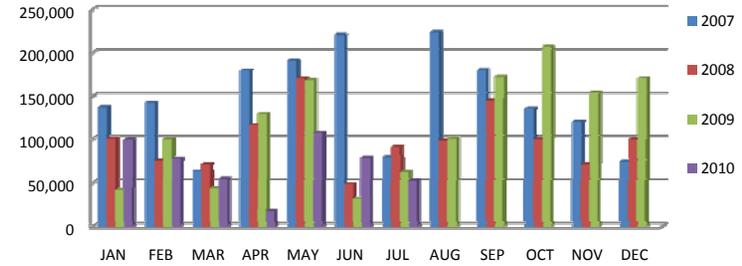
Timeshare



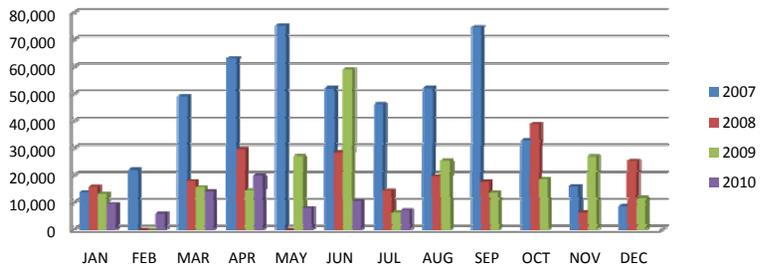
Vacant Land



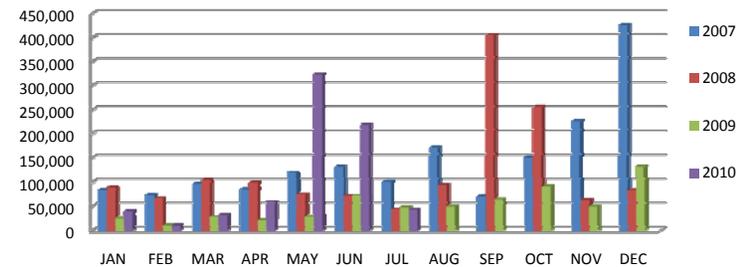
Single Family



Townhomes



Condos



MEMO

TO: Breckenridge Town Council

FROM: Laurie Best-Community Development Department

DATE: June 2, 2010 (for July 27, 2010)

RE: Block 11-Blue River Corridor Landscape Plan Improvements

In late 2008 a plan for the Blue River Corridor between Valley Brook Street and Coyne Valley was presented to the Town Council. The conceptual plan was developed by DTJ Design with input from the Community Development Department, Open Space and Trails, and the Public Works Department. The intent was to:

- create a long range plan for river corridor improvements that is integrated with the Block 11 Master Plan and responds to the needs of future residents on the Block 11 property (180-350 housing units)
- enhance the river corridor and the recreation path
- maintain opportunities for wildlife and fishing
- create a community-wide amenity and aesthetic entry to Town
- balance passive open space with active park space
- accommodate the Army Corps of Engineers project to realign the Blue River

Plan Overview

An overview of the Plan is included in your packet. The Plan includes approximately 44.15 acres with native vegetation and tree planting along the river banks/corridor, five bridges to provide river crossings, six distinct destination parks/sites, soft surface trails, and undisturbed areas. The parks and the bridges are strategically located to connect and integrate the future Block 11 neighborhoods, the CMC campus, other adjacent uses, the river, and trails. Staff will review the overall plan with Council during your worksession on June 8th.

There are several issues which would suggest the plan should be implemented in phases. The full cost for all 44.15 acres and all improvements was projected at approximately \$6 million. There are also on-going projects that impact the corridor including rock removal, utility relocation, and regrading on Block 11. A river realignment is also planned for the portion of the river adjacent to the CMC campus. The development of housing on Block 11 is not likely to start until at least 2013 and would take several years to build out. Additional negotiations with the School District are also required because they own property that is included in the Block 11 Plan and in the River Corridor Plan. Given these issues, the Council advised staff to look at an initial phase of tree planting within the corridor.

DTJ prepared a Phase 1 Tree Planting Option that includes approximately 336 trees planted throughout the corridor on both the east and west banks of the river. The Phase 1 Option is included in your packet and includes trees throughout the corridor with more dense planting just east of the Upper Blue

Elementary School and near the intersection of Coyne Valley and Highway 9. Staff estimates the cost for planting this initial phase at approximately \$150,000.

Summary

We are seeking Council feedback regarding this project and whether the initial tree planting estimated at \$150,000 should be included in the 2011 budget package for your consideration.

We are also seeking Council feedback in regard to which budget should be used when and if this project is funded. It is staff's recommendation that costs associated with the River Corridor Landscape Plan be split between the Housing Fund (for park areas), the Capital Improvement Budget (for corridor landscaping/bridges), and the Open Space and Trails (for trails). If Council agrees with this split, the first phase of tree planting (\$150,000) would be included in the Capital Improvement Budget as a corridor improvement.

We look forward to your comments and direction. Thank you.

River Corridor Master Plan

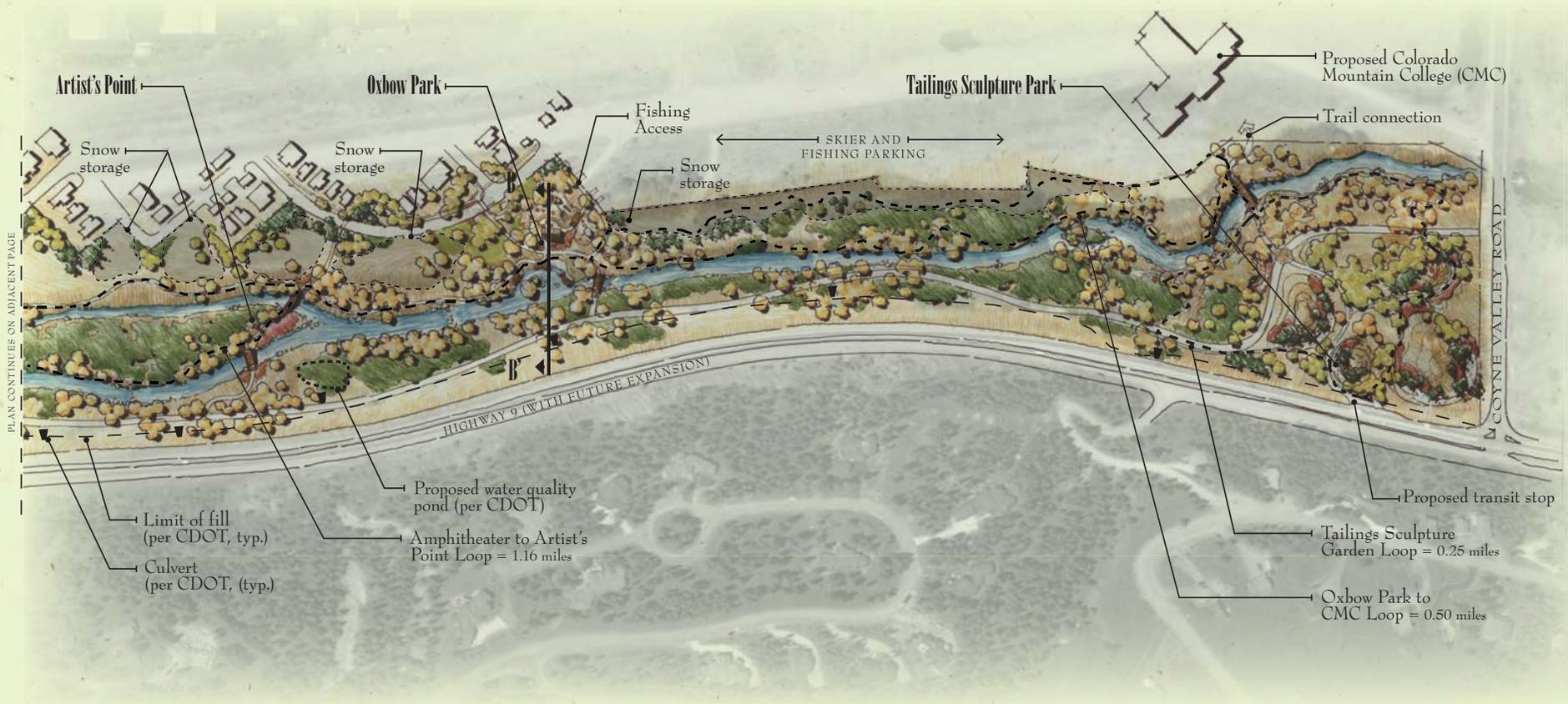
The Master Plan demonstrates existing conditions and proposed improvements to the corridor.



PLAN CONTINUES ON ADJACENT PAGE

RIVER CORRIDOR MASTER PLAN TOWN OF BRECKENRIDGE BLUE RIVER CORRIDOR





RIVER CORRIDOR MASTER PLAN
 TOWN OF BRECKENRIDGE
 BLUE RIVER CORRIDOR



River Corridor Phase 1 Diagram

Potential improvements for the first phase may include tree plantings along the east and west banks of the river corridor and hardscape and softscape improvements to the Amphitheater, Artist's Point, or Tailings Sculpture Garden. See pages 14 and 15 for itemized cost for improvements.



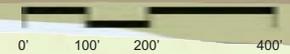
PLAN CONTINUES ON ADJACENT PAGE

PHASE 1 OPTIONS TOWN OF BRECKENRIDGE BLUE RIVER CORRIDOR





PHASE 1 OPTIONS
 TOWN OF BRECKENRIDGE
 BLUE RIVER CORRIDOR



To: Town Council
From: Open Space Staff
Re: Cucumber Gulch Conservation Monitoring
Date: August 10, 2010

Included in your packet is the executive summary from the Cucumber Gulch Annual Conservation Monitoring Report 2009. Dr. Christy Carello, who directs this monitoring program, will be making a presentation to Town Council on her methodology and findings. The recommendations that are made in the report and that are covered in the executive summary are as follows:

- 1) Restrict anthropogenic activity that results in noise disturbance from May to August in order to minimize the impact on breeding birds and mammals in Cucumber Gulch.
- 2) Monitor weed encroachment in Cucumber Gulch and actively manage weeds at problem locations.
- 3) Enforce dog restrictions.
- 4) Investigate the impact of nordic ski grooming on browsing mammals.
- 5) Increase the number of motion sensor cameras in Cucumber Gulch to include more secluded areas and perhaps recreational trails.
- 6) Educate the public on the value of Cucumber Gulch through appropriate signage at trail portals and adjacent homeowner informational materials.
- 7) Mark recreation trails clearly to keep people and dogs out of sensitive areas during all seasons.

Staff has removed the water quality component from this presentation and plans to address it separately with Council at a further date. In the meantime, staff will discuss actions being taken related to the Glenwild Subdivision drainage and the erosion that has occurred below One Ski Hill Place.

Dr. Carello will not be presenting the results of the gondola impact study, as the data is currently being evaluated statistically.

Cucumber Gulch Annual Conservation Monitoring Report 2009

*Breckenridge, Colorado
March 2010*



Prepared for the Town of Breckenridge, Colorado

by

Dr. Christy Carello*[🌐] and Audrey Hoffa[🌐]

*The Metropolitan State College of Denver, Denver CO

[🌐]Emerald Planet, Fort Collins, CO

[^]ERO Resources, Corp, Denver CO.

EXECUTIVE SUMMARY

Introduction

Cucumber Gulch, a fen wetland, contains a diversity of habitats including shrublands, lodgepole pine forests, mixed conifer forests and pronounced ecotones of mixed conifer and shrublands. Conservation monitoring of vegetation, avian populations, beaver and ungulate populations and water quality have consistently taken place since 2001. Recent anthropogenic threats to the integrity of Cucumber Gulch include private home construction and lodge development along the perimeter and gondola construction that traverses the wetland and runs through the forested buffer of the wetlands. Both development and gondola construction resulted in a large area of tree removal in 2006. More tree removal occurred in 2008 along the perimeter of an enlarged retention pond below the Peak 8 base area. The construction of the lodge at Peak 8 and the lodges at Peak 7 occurred in 2009. Noise disturbance and interference with natural water flow continue to be of concern as more construction projects are planned along the perimeter of Cucumber Gulch.

Vegetation

Cucumber Gulch is characterized by high plant species diversity. This in part is due to the variety of habitats in close proximity to each other and the significant amount of ecotone habitat. Thus far, 115 plant species have been identified in Cucumber Gulch. This high species diversity, in turn, supports an abundance of fauna. Vegetation surveys at specified macroplots are used to evaluate any changes that may occur due to climatic events and/or human impacts. Between the years 2001-2008, we have statistically analyzed canopy cover, species richness, species diversity, and species evenness. These same parameters were examined in 2009 during the first two weeks in August. Plant productivity is no longer monitored because sampling areas were not recovering from vegetation removal and because it is not likely to be a true indicator of biomass change since only herbaceous vegetation is used and woody plants such as willows are excluded from the analysis. Monitoring occurred within four habitat types between 2001-2004: lodgepole pine forest, mixed conifer, shrub, and mixed conifer/shrub. The mixed conifer/shrub habitat and the lodgepole habitat monitoring sites were eliminated due to trail construction in 2005 and ski area development in 2006.

Canopy cover in shrubland habitats is significantly greater than in mixed conifer habitats. Overall, there has been a significant increase in canopy cover habitat between 2001 and 2007. Precipitation in 2005, 2006, and 2007 was above the average annual precipitation of 19.68 inches. The increased canopy cover in shrubland habitat observed between 2001 and 2007 was likely a result of an increase in total annual precipitation. There was a significant decrease in canopy cover in shrubland habitat between 2007 and 2008. This decrease reflects the decrease in precipitation between 2007 and 2008 from 21.16 inches to 16.70 inches. There was a significant increase in canopy cover in shrubland habitat in 2009 when compared to 2008 and again this is

likely a result of the increased precipitation in 2009 from 16.70 inches to 20.14 inches. Overall species richness and species diversity are greater in shrubland habitat than in mixed conifer habitat, but results for each habitat type did not significantly differ from previous surveys. Species evenness, a measure of relative abundance of individuals among the species present, did not differ between habitat types and has remained consistent since 2003. The values for evenness are relatively low indicating that a few plants in each habitat type are dominant.

Exotic, invasive and weedy species have not significantly encroached in the wetland habitat of Cucumber Gulch. However, the perimeter of the wetlands and areas such as the hillside below the Peak 8 base, the Nordic Center and nearby trails, Josie's Cabin and the bridge at Peak 7 do have significant numbers of exotic, invasive and weedy species. The newly deforested path under the gondola also has an abundant Canada thistle population. Efforts should be made to control these species in order to prevent their encroachment on the wetlands. The weeds that pose the greatest threat to the wetlands and should be prioritized for removal are coast tarweed, dame's rocket, scentless chamomile and yellow toadflax.

The results of the willow study are interesting and point to possible diminishing willow numbers in Cucumber Gulch over time in areas where grooming occurs. Reproductive fitness is compromised in areas where willow clipping and ski grooming occurs. Significantly less catkins (the willow flower and sexually reproductive units) were found on nordic trails. This result is likely due to snow remaining on the nordic trails longer than on the control plots as a direct result of snow compaction from snow grooming efforts. In groomed areas willow may miss the window of opportunity to flower in spring because they are still under snow. We also found that species richness was greater on the trails groomed for nordic skiing, supporting the intermediate disturbance hypothesis. However, it should be noted that the common dandelion was only found associated with willows on ski trails, thus supporting disturbance in subalpine meadows may increase unwanted weeds. Because willow is such an important part of this community and because the present study certainly shows that there are potential effects from clipping willow and grooming for cross-country ski trails, further monitoring is planned. Future efforts should investigate the effect of disturbance on browsing by both moose and beaver populations.

As vegetation is the predecessor to the overall quality of diversity in Cucumber Gulch, efforts should remain high to continue monitoring any changes within Cucumber Gulch's structure. Monitoring will reveal any significant changes that begin to take place as a result of construction or over-use of this natural resource. Continual vegetation monitoring is highly recommended so that necessary land use changes can be implemented if needed. In addition, direct impact studies on the effects of ski grooming equipment and trail maintenance on willow species will help us understand how direct use of the wetland in the winter is affecting this dominant natural resource.

Birds

Avian populations are of utmost importance to monitoring the quality of the habitats within Cucumber Gulch. Thus far 63 species have been identified in Cucumber Gulch. Avian populations are particularly sensitive to habitat disturbances and act as indicators of overall habitat quality. Thus, it is necessary to maintain and protect those aspects of the landscape that are important to birds. Many of the avian species found in Cucumber Gulch require regular monitoring because they are exceptionally sensitive to habitat alteration.

There was an observed increase in avian species abundance and an observed decrease in avian species evenness in 2009 in the shrubland/mixed conifer habitat. This significant change is a result of an increase in Brown-headed Cowbirds in this habitat type. We found 13 cowbirds in the shrubland/mixed conifer habitat, during the June bird survey, in 2009 up from only one cowbird in 2008. Overall, Brown-headed Cowbird numbers increased 53% since 2008 and 500% since tree removal for development projects in 2006. Nocturnal owl surveys were also conducted in 2009. No owls were observed during these surveys.

We recommend that point count surveys of songbirds throughout Cucumber Gulch continue in order to monitor any changes that may take place within the avian community. Anthropogenic disturbances should be minimized during nesting season (May-August). Also we recommend continuation of nocturnal surveys for owl populations in order to make specific recommendations for minimizing nighttime disturbances such as gondola operations and nighttime nordic tours.

Beaver and Muskrats

Beavers are the keystone species in Cucumber Gulch. Their activity substantially alters the landscape. Beavers created the wetland habitat in Cucumber Gulch by retaining water in ponds. The health of Cucumber Gulch is dependent on their continual activity. Beavers provide and enhance habitat for waterfowl, amphibians, fish and ungulates. In addition, newly metamorphosed toadlets may use beaver lodges and dams as winter hibernacula (Miller et. al. 2003). In particular the state endangered boreal toad, which has historically occupied Cucumber Gulch would use beaver ponds, lodges and dams as habitat.

A secondary monitoring project was started in 2006 in order to document both beaver and muskrat activity patterns in Cucumber Gulch. It is important to monitor the presence of muskrats as they compete with beavers for the resources that are available. Muskrats mostly pose a threat to the overall wetland system by the overuse of emergent vegetation. Consequently, muskrats could have the opposite effect of beavers on Cucumber Gulch thereby damaging the structure and contributing to a decline in beaver populations. More muskrats were observed in Cucumber Gulch in

2009 than in previous years.

Within Cucumber Gulch the number of active lodges declined from eight to two between 2002 and 2005. However, within the last three years the population appears to have stabilized at a lower value. Population crashes and subsequent recovery are common in beaver populations. The lower stable population of beavers may be a result of the habitat degradation and disturbance, particularly in the wetland habitat that is closest to Ski Hill Road.

In general, beavers and muskrats are significantly more active at dusk than at dawn. This result is important for land managers that will need to make decisions about anthropogenic activity such as gondola operations and nearby construction activity.

It is important to continue monitoring beaver populations in order to protect the standing water habitat in Cucumber Gulch. It is unlikely that beaver populations will overpopulate Cucumber Gulch. Like most wildlife, beaver populations self-regulate by starting to decrease their rate of reproduction when occupancy reaches environmental carrying capacity.

Ungulates

Moose and deer use all habitat types in Cucumber Gulch. Most deer sightings have occurred in spring, summer and fall. Moose have been observed in Cucumber Gulch year round. We have direct evidence from motion sensor cameras that show that moose cows use Cucumber Gulch to rear calves.

New methods for quantifying habitat use by large ungulates were established in 2005. Evidence of large ungulates was found in all four habitat types. Mule deer appear to prefer mixed conifer habitat that is dominated by spruce and fir. Moose appear to prefer shrubland dominated by grasses, sedges and small willows. Shrub habitat is the main wetland complex in Cucumber Gulch. Every effort should be made to maintain the integrity of the habitat in Cucumber Gulch as both moose and deer clearly use this area for a nursery (based on photo documentation). The protective cover offered by mixed conifer habitat and the availability of willows for browsing is very important for population sustainability.

Other Mammals

A large diversity of wildlife call Cucumber Gulch home, or at least utilize the habitat as a foraging ground. Pine squirrels are prevalent in all habitats with established trees. Snowshoe Hare tracks are frequently observed and could provide adequate food for the endangered Canada lynx. Muskrats, fox, coyote, porcupines, pine martens and raccoons have been observed in Cucumber Gulch on numerous occasions. There has been some evidence of mountain lions and direct evidence of black bears. A mink was observed for the first time using Cucumber Gulch in July of 2007.

Trail Evaluation

Cucumber Gulch has a summer trail system that is used mainly by hikers, mountain bikers and runners. Trails that are not adequately maintained can ultimately result in damage to the wetland complex. The purpose of the trail condition assessment is to qualitatively describe and to quantify the condition of trails in Cucumber Gulch. Overall, the trails in Cucumber Gulch are in good condition. Continual evaluation is recommended in order to protect the wetlands from sedimentation, erosion and to protect soil-stabilizing vegetation from human traffic.

Conclusions

Conservation monitoring should be continued in order to protect Cucumber Gulch from the habitat alternation occurring on the perimeter. Deforestation and newly planned development pose a constant threat to the natural resources in Cucumber Gulch. Monitoring will provide information that will allow land use managers to make informed decisions to mitigate threats to the habitat and wildlife of Cucumber Gulch. Finally, we make the following recommendations:

- 1) Restrict anthropogenic activity that results in noise disturbance from May to August in order to minimize the impact on breeding birds and mammals in Cucumber Gulch.
- 2) Monitor weed encroachment in Cucumber Gulch and actively manage weeds at problem locations.
- 3) Enforce dog restrictions.
- 4) Investigate the impact of nordic ski grooming on browsing mammals.
- 5) Increase the number of motion sensor cameras in Cucumber Gulch to include more secluded areas and perhaps recreational trails.
- 6) Educate the public on the value of Cucumber Gulch through appropriate signage at trail portals and adjacent homeowner informational materials.
- 7) Mark recreation trails clearly to keep people and dogs out of sensitive areas during all seasons.

MEMORANDUM

TO: Tim Gagen
FROM: Chris Kulick, Planner I
DATE: February 2, 2010
SUBJECT: Existing Enclaves

After researching, I have found 5 enclaves within the Town of Breckenridge, which are completely surrounded by the Town. These include: the Contino property, 112 Beavers Drive, the Silver Shekel area (Silver Shekel, Tom's Baby, Tatro, and Fairview Homes subdivisions, Plus Vienna Townhomes), the Four O' Clock Subdivision, the Woods Manor Condominiums, 290 Broken Lance, and the Public Service Company Property, off of Wellington Road. Below is specific information for each one of these enclaves including existing development and development potential, availability of services, existing infrastructure and short narratives describing the potential positive and negative associated with annexing these properties.

The Contino property, 112 Beavers Drive – This 0.459 acre property has one 7,267 square foot single-family home that was constructed in 1998. The property currently is serviced by well water and a septic system. This property is accessed by Town maintained roads and is not eligible for Town water service without annexation.

This property is attractive to annex based on potential collection of property, lodging, and real estate transfer taxes. Additionally the property is accessed off of the Town maintained Beavers Drive, so there is little or no impact on Town services. This property is eligible for enclave annexation as it has been surrounded for more than 3 years.

Silver Shekel Area (one enclave containing the following five subdivisions)

Silver Shekel Subdivision, Filings 1, 2 & 3 – Silver Shekel consists of three separate filings which have a total of 192 single-family lots. The typical lot size is close to ½ acre, ranging from 0.4 to 2.3 acres. 180 of the 192 lots have been developed and were completed between 1968 and 2009. Home sizes range from 740 to 6,842 square feet in size, with the average home being 2,551 square feet. The Silver Shekel subdivision filings are largely comprised of second homes, with 105 of the 170 developed properties being second homes. Though the majority of these properties are second homes, a significant percentage of these properties are rented out to the local population and act as workforce housing. Access to this subdivision is via the County maintained, Fairview Boulevard and Shekel lane and the Town and County maintained Silver Circle. All of these roads are paved. Presently 170 of the 180 constructed residences are served by Breckenridge Water. The remaining 10 existing homes and 12 un-built lots are eligible for Town water service. The majority of developed lots are served by the Breckenridge Sanitation District. All of the lots are eligible for sanitation district service if desired.

Fairview Homes Subdivision – The Fairview Homes Subdivision has a total of 14 single-family lots. The typical lot size is close to ½ acre, ranging from 0.33 to 0.58 acres. All but one of the lots has been developed and all were completed between 1999 and 2005. Home sizes range from 2,476 to 5,445 square feet in size, with the average home being 3,286 square feet. Access to the subdivision is via the County maintained, Fairview Boulevard and Fairview Circle. Both of these roads are paved. Presently 13 of the lots are served by Breckenridge Water. The remaining un-built lot is eligible for Town water service. All developed lots are served by the Breckenridge Sanitation District. The single remaining undeveloped lot is eligible for sanitation district service if desired.

Tom's Baby Subdivision – This subdivision has 3 single family lots that are each ½ acre in size. All three lots have been developed with residences that range in size from 1,904 to 2,729 square feet. All three properties currently serve as primary residences. Subdivision access is obtained through the County maintained Fairview Boulevard. Presently all units are served by Breckenridge Water and the Breckenridge Sanitation District.

Vienna Townhomes - Vienna Townhomes is a 28 unit, multi-family residential development, situated on a 1.96 acre parcel of land adjacent to highway 9. The complex was constructed in 1973. Today 18 of the 28 units are owned by local residents. Units in the complex range in size between 1,058 and 1,162 square feet. Access to the development is through the County maintained Fairview Boulevard. Presently all units are served by Breckenridge Water and the Breckenridge Sanitation District.

Tatro Subdivision – The Tatro Subdivision consists of two lots. Lot 1 is 5 acres in size and has a 7,140 square foot commercial structure that was constructed in 2001. Lot 2 is 3 acres in size and currently is undeveloped. Under the Town's land use guidelines, lot 1 could achieve a maximum density of 8,712 square feet and lot 2 could reach 5,227 square feet, if specific conditions are met. Lot 1 is currently served by Breckenridge Water and Lot 2 is eligible for water service if the site is developed. Breckenridge Sanitation serves lot 1 and lot 2 is eligible for service.

Silver Shekel Area Impacts – In order for any type of enclave annexation to occur, all five subdivisions will have to be annexed at the same time. Fairview Homes, Tatro, and Silver Shekel are eligible to request annexations individually or through an electoral process. Due to being less than 1/6 contiguous with Town Boundaries, Tom's Baby and Vienna Townhomes are not eligible to be individually annexed. Overall it is difficult to determine the full extent of the impacts that annexing the entire Silver Shekel area would create. Fairview Townhomes, Tom's Baby, Tatro and Vienna Townhomes are presumed to have mainly a positive fiscal impact on the Town because of their adjacency to Highway 9 which would enable us to minimally expand our services. By contrast if Silver Shekel is annexed, the Town would be responsible for several miles of additional roads that will have to be maintained, plowed, patrolled, and possibly brought up to our Town road standards. Additionally Silver Shekel has a fairly large population base which would impact other services.

Four O'clock Subdivision – This subdivision has 38 single family home sites, 33 of the lots have single-family homes, and 5 are undeveloped. All but two of the 38 lots are ½ acre in size. Home size and age of the homes is quite varied in the Four O'clock subdivision. The oldest property was developed in 1969 and newest developed in 2007. Home size ranges from 1,148 to 7,142 square feet, with the average size being 3,762. The Four O' Clock subdivision overwhelmingly is comprised of second homes, with 31 of the 33 developed properties fitting in this category. The subdivision is accessed by a Town maintained, paved section of Four O' Clock Run Road, the County maintained, dirt section of Four O' Clock Run Road and the dirt Sawmill Run Road. Presently 24 of the lots are served by Breckenridge Water. The remainder of the lots are eligible for Town water service. The majority of the lots are served by the Breckenridge Sanitation District. All of the lots are eligible for sanitation district service if desired.

The Four O' clock subdivision offers the most positive and negative impacts of any of the enclaves. Positive impacts could be gained through the property, lodging and real estate transfer collected due to the enclave's adjacency to the ski resort. Significant negative impacts would be absorbed through acquiring the substandard, dirt street network. Other negative impacts may include necessary drainage and utility upgrades. The Town was approached several years about annexation by several homeowners but declined as the owners were unwilling to bring their roads up to Town standards. This property is eligible for annexation under an enclave annexation as it has been surrounded for more than 3 years.

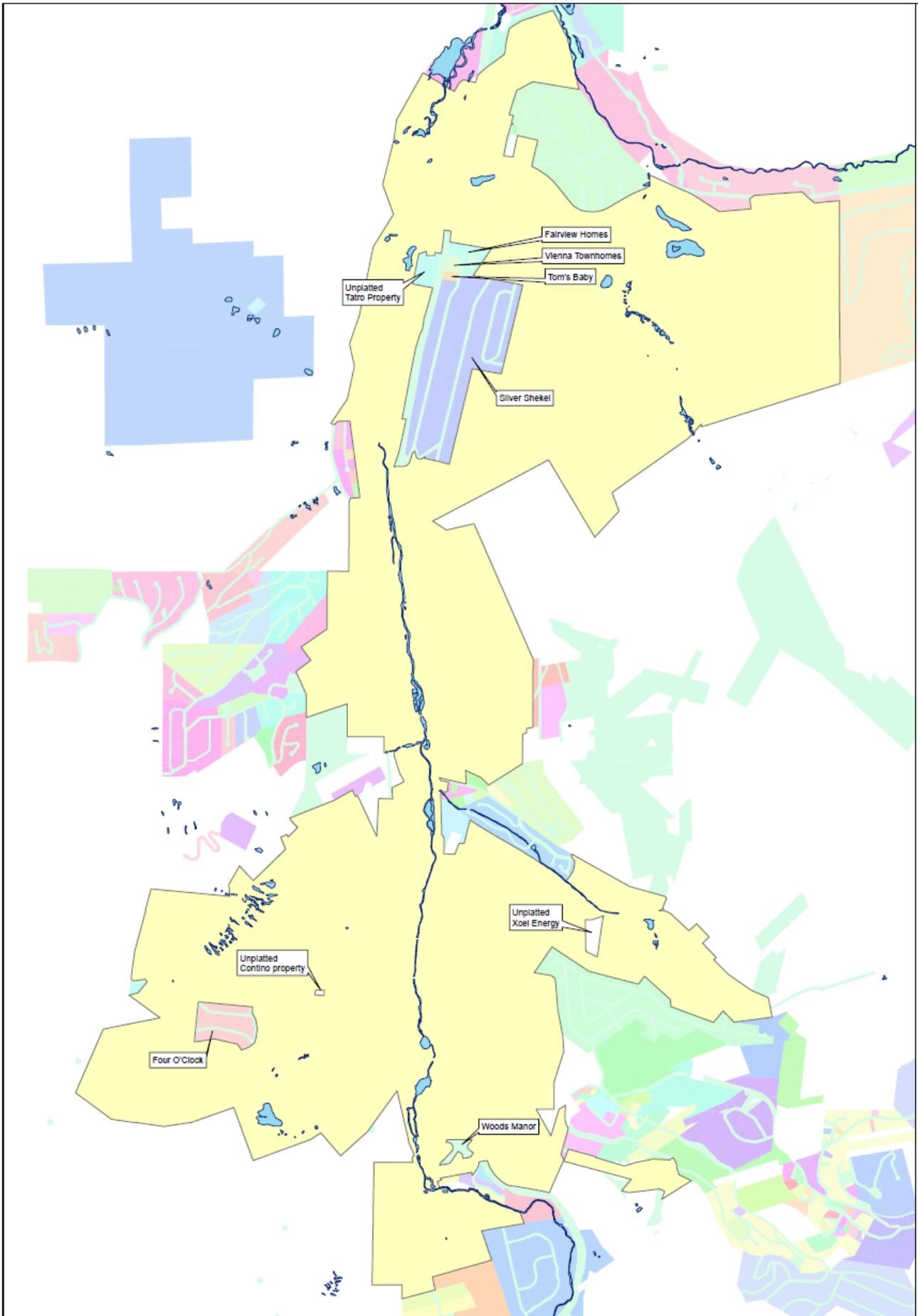
Woods Manor Condos – Woods Manor Condos is a 24 unit residential development situated on a 3.9 acre parcel of land adjacent to Maggie Placer, Ski and Racquet Condominiums, Amerind Townhomes and Village Point Townhomes. The complex was constructed in 1985. 18 units are owned by second home owners and 6 units are timeshares. Units in the complex range in size between 939 and 1,338square feet. Access to the development is through the Town maintained Broken Lance Drive. Presently all units are served by Breckenridge Water and the Breckenridge Sanitation District. This property was left out of the petition for annexation of Warriors Mark in 2001.

Woods Manor Condos impacts, both positive and negative, should be fairly minimal if annexed. This is due to the complex being accessed off of the Town maintained and patrolled Broken Lance Drive. Some positive impacts to the Town from annexation could be achieved through lodging, property and real estate transfer tax collected from the property. This property is eligible for annexation under an enclave annexation as it has been surrounded for more than 3 years.

Public Service Company property on Wellington Road – Within this 5.9 acre parcel a Public Service sub-station is located. Access to this property is off of Wellington Road. The parcel is adjacent to the Revett's Landing Subdivision, Stilson Placer, and the Corkscrew Subdivision.

It is presumed there will be no impact Town one way or the other if the property were annexed. Currently the County does not collect any taxes on this property and the property is accessed off of a Town maintained road, Wellington Road. This property is eligible for annexation as an enclave.

Enclave Location Map





Memorandum

To: Town Council
From: Jennifer Cram, AICP
Date: August 4, 2010
Subject: Landscaping Policy 22 Changes

Staff has been working with the Planning Commission since July of 2009 to update Policy 22 - Landscaping to better reflect the goals of the Town's forest health programs, the desire to raise the bar on new landscaping and to consolidate the requirements of recent Ordinance adoptions. The end result is to create a Policy that is user friendly for applicants, sets a basic requirement for landscape plans that improve forest health, utilize native or high altitude plants and provides for the appropriate allocation of positive points for those landscape plans that exceed basic requirements.

Because there have been so many changes made throughout the last year it has been difficult to continue to track all of the changes and move forward with an understandable document. Many of the changes involved simple word-smithing to allow the Planning Commission to better evaluate a development proposal. As such, the document attached is cumulative and staff outlined below the primary changes made to the Policy over the past year.

Absolute Changes

Under Section A. Maintenance, the following additions/changes were added.

- (2) Properties shall be kept free of noxious weeds as designated in the Town's Noxious Weed Management Plan as updated from time to time.
- (4) Dead and terminally diseased shall be cut as close to the ground as possible and removed from the property and disposed of properly on an annual basis. (Please refer to the Landscaping Guidelines for references on common diseases and infestations that affect vegetation at a high altitude.)
- (5) Terminally diseased trees that are removed, such as Mountain Pine Beetle infested trees, shall be replaced on a case-by-case basis in a manner to provide effective screening between properties for privacy and to screen properties from view sheds and public rights of way. Property owners will not be required to replace trees on a per caliper inch basis.

Under Section B. Requirements, the following additions/changes were made. Changes to an

existing number are underlined.

- (1) Each site shall provide through existing vegetation or with new landscaping screening from adjacent properties, a separation of uses, enhancement of privacy and the protection of view sheds from public rights of way as appropriate for each neighborhood. The individual character of each neighborhood shall be considered by the Commission. (Moved from #13 to #1 and enhanced)
- (4) All planting materials proposed in areas also designated as snow stacking areas or anticipated snow shedding areas shall be of a size or type that will not be adversely affected by the proposed snow storage. To the extent possible, new trees shall not be located in areas proposed for snow storage or snow shedding.
- (6) All surface areas on the approved landscaping plan that will not be a hard surface shall be planted with adequate native or high altitude ground cover as approved by the Town and shall be top-dressed with a minimum of two inches (2") of top soil prior to planting. In addition, irrigation shall be provided in those instances where required to guarantee the proper growth and maintenance of the landscaping being provided. (The addition of native or high altitude was added and irrigation for proper growth and maintenance was added.)
- (9) Wheel retention devices shall be utilized for parking areas to protect landscaping where possible. Flexibility in the design of wheel retention devices will be reviewed on a case by case basis to allow for positive drainage and so as not to interfere with snow removal operations.
- (10) At least fifty percent (50%) of all tree stock shall be of a size equal to or greater than six feet (6') in height for evergreen trees and one and one-half inches (1-1/2") caliper for deciduous trees, measured six inches (6") above ground level. (Minimum sizes were increased.)

Section C. Wildfire Mitigation was created based on the Voluntary Defensible Space Ordinance. As this is a Development Code Policy, it will only apply to new construction and major remodels.

The creation of defensible space around structures is required for all new construction, additions greater than 10% of existing square footage, and major remodels that affect the exterior of a structure and/or a structures footprint. All Properties shall be divided into three zones. Properties will be reviewed on a case-by-case basis. Properties within the Conservation District and those properties within a Master Plan with smaller setbacks shall be given special consideration to allow for site buffers and screening to be maintained and created while still meeting the intent of reducing fuels for wildfire mitigation.

(1) Zone One

- (a) Zone One shall extend 30-feet from the eave of the structure or deck.
- (b) All non-firewise vegetation shall be removed within Zone One except that specimen trees with a minimum of ten feet (10') between

the crowns of other vegetation may remain. Specimen trees in close proximity to a structure may be considered part of the structure for measurement purposes.

- (c) Stone or other noncombustible materials with a weed barrier shall be placed under all decks or structure projections such as bay windows.
- (d) Fire-wise landscaping may be planted within Zone One, 15 –feet away from the edge of all eaves or decks. All fire-wise landscaping planted within Zone One shall be maintained in irrigated planting beds. New plantings shall maintain a minimum of ten feet (10') between the crown spacing of individual or groupings of trees at maturity.
- (e) All grasses within Zone One shall be maintained less than six inches (6") in height. For landscape plans that propose taller growing native grasses or wild flowers, these plantings shall be cut back annually in the fall after the plantings have gone to seed.
- (f) All fire-wise trees within Zone One shall be pruned annually to remove all dead branches a minimum of six-feet (6') above ground level.

(2) Zone Two

- (a) Zone Two shall be measured 75 feet up to 125 feet (depending on slope) from the eave of a structure or deck.
- (b) All dead and diseased trees shall be removed within Zone Two.
- (c) All dead trees and branches on the ground shall be removed. Leaf and needle clutter shall not exceed three inches (3") in depth.
- (d) New landscaping may be planted to create site buffers and screening. New plantings shall maintain a minimum of ten feet (10') between the crown spacing of individual or groupings of trees at maturity.
- (e) All trees shall be pruned annually to remove all dead branches a minimum of six-feet (6') above ground level.

(3) Zone Three

- (a) Zone Three shall be measured from the edge of Zone Two to the property line.
- (b) All dead and diseased trees shall be removed within Zone Three. A minimum of one standing dead tree per acre or fraction thereof may remain on site for wildlife habitat provided that a minimum of ten feet (10') is maintained between the dead tree and the crowns of living trees.
- (c) All dead trees and branches on the ground shall be removed. Leaf and needle clutter shall not exceed three inches in depth.
- (d) New landscaping may be planted to create site buffers. New plantings shall maintain a minimum of ten feet (10') between the crown spacing of individual or groupings of trees at maturity.

- (e) All trees shall be pruned annually to remove all dead branches a minimum of six-feet above ground level.

Section D. Water Features was added to address the moratorium on water features.

- (1) Water features shall meet all required setbacks for structures and shall not be permitted outside of disturbance envelopes, nor shall they be permitted when the construction of said feature results in the removal of existing specimen trees, or trees that provide required site buffers. Replacement trees may be considered.
- (2) The use of Glycol or other anti-freezing additives within water features is prohibited.
- (3) Water features that are proposed for year round use may receive negative points under Policy 33 – Energy Conservation.

Relative Changes

Under Section A. the following additions/changes were made. Changes to an existing number are underlined.

- Within the beginning explanation the following language was added. New landscaping should enhance forest health, preserve the natural landscape and wildlife habitat and support fire-wise practices. A layered landscape, through the use of ground covers, shrubs and trees that utilize diverse species and larger sizes where structures are screened from view sheds, public rights of way and other structures, is strongly encouraged.
- (1) It is encouraged that at least one tree a minimum of eight-feet (8') in height, or three inch (3") caliper be planted at least every fifteen feet (15') along public rights of way. (The caliper size was increased.)
- (2) It is encouraged that all landscaping areas have a minimum dimension of ten feet (10'). (The minimum dimension was increased from 5' to 10')
- (4) It is encouraged that the landscaping materials utilized are those species that are native to Breckenridge, or appropriate for the high altitude environment found in Breckenridge.(Native, or appropriate for the high altitude environment was added.)
- (5) It is encouraged that the landscaping materials utilized are those species that need little additional water to survive, or that the applicants provide for an irrigation system that is based on low flows or the recycling of water. In general, native species are the most drought tolerant after establishment. Xeriscaping with native species is encouraged.
- (6) Irrigation that utilizes low flow systems and the recycling of water are strongly encouraged. (Emphasis on low flow and recycling of water.)
- (7) The use of bioswales planted with native vegetation that can filter and absorb

surface water runoff from impervious surfaces to promote water quality is encouraged.

- (8) The use of permeable paving in low traffic areas, to allow precipitation to percolate through areas that would traditionally be impervious, is encouraged.
- (10) It is encouraged that the remaining fifty percent (50%) of the tree stock include a variety of larger sizes ranging up to the largest sizes for each species which are possible according to accepted landscaping practices at maturity which recognize the Breckenridge high altitude environment, transplant feasibility, and plant material availability. Interrelationships of height, caliper, container size and shape shall be in general compliance with the American Standard for Nursery Stock. Fifty percent (50%) of all deciduous trees should be multi-stem.
- (11) It is encouraged that landscaping be provided in a sufficient variety of species to ensure the continued appeal of a project in those instances where a particular species is killed through disease. Native species are preferred.
- (12) It is encouraged that at least fifty percent (50%) of the area of a project that is not being utilized for buildings or other impervious surfaces shall be kept in a natural/undisturbed state. Native grasses, wild flowers and native shrubs are desirable features to maintain.

The point multipliers has also been changed to negative two (-2), positive two (+2), positive four (+4) and positive six (+6). The original point multipliers were negative eight (-8) to positive eight (+8). The change places more emphasis on the absolute policy, yet still allows for the allocation of negative points for applications that provide no public benefit. The positive points were restructured to allow the Commission flexibility in allocating positive points and reducing the likelihood that landscaping can offset major negative impacts of a proposal. In order to aid the Commission examples were also provided for each point allocation for illustrative purposes with the ultimate discretion being up to the Commission.

Negative points will be awarded according to the following point schedule for new landscaping proposals, in direct relation to the scope of the project, subject to approval by the Planning Commission:

-2: Proposals that provide no public benefit. Examples include: providing no landscaping to create screening from adjacent properties, public right of way and view sheds; the use of large areas of sod or other non-native grasses that require excessive irrigation and that do not fit the character of the neighborhood; the use of excessive amounts of exotic species; and the removal of Specimen trees that could be avoided with an alternative design layout.

Positive points will be awarded according to the following point schedule for new landscaping proposals, in direct relation to the scope of the project, subject to approval by the Planning Commission:

+2: Proposals that provide some public benefit. Examples include: the

preservation of a specimen tree/s as a result of a new building footprint configuration to preserve the tree/s; preservation of groupings of existing healthy trees that provide wildlife habitat; preservation of native ground covers and shrubs significant to the size of the site; xeriscape planting beds; the planting of trees that are of larger sizes a minimum of 2.5" caliper for deciduous trees and eight feet (8') for evergreen trees; utilizing a variety of species and the layering of ground covers, shrubs and trees that enhance screening and assist in breaking up use areas and creating privacy. In general plantings are located within Zone One (as defined) on the site.

+4: Proposals that provide above average landscaping plans. Examples include: all those noted above in addition to the planting of trees that are of larger sizes a minimum of 3" caliper for deciduous trees and ten feet (10') for evergreen trees; utilizing a variety of species and the layering of ground covers, shrubs and trees that enhance screening and assist in breaking up use areas and creating privacy 50% of all new planting should be native to Breckenridge and the remaining 50% should be adapted to a high altitude environment. In general plantings are located within Zones One and Two (as defined) on the site.

+6: Proposals that that provide significant public benefit through exceptional landscape plans. Examples include: all those noted above and the planting of deciduous and evergreen trees that are a combination of the minimum sizes noted under positive four points (+4) and the largest possible for their species; the planting of the most landscaping possible on the site at maturity; utilizing a variety of species and the layering of ground covers, shrubs and trees to break up use areas, create privacy and provide a substantial screening of the site; 75% of all new plantings should be native to Breckenridge and the remaining 25% should be adapted to a high altitude environment. In general plantings are located in Zones One, Two and Three (as defined) on site.

Staff looks forward to reviewing the updates to Policy 22 – Landscaping that have been proposed thus far and getting direction on further changes for adoption.

22. (ABSOLUTE) LANDSCAPING (22/A):

General Statement: The Town hereby finds that it is in the public interest for all developments to maintain healthy trees and to provide landscape improvements for the purposes of: complementing the natural landscape and retaining the sense of a mountain environment; improving the general appearance of the community and enhancing its aesthetic appeal; preserving the economic base; improving the quality of life; delineating and separating use areas; increasing the safety, efficiency, and aesthetics of use areas and open space; screening and enhancing privacy; mitigating the adverse effects of climate, aspect, and elevations; conserving energy; abating erosion and stabilizing slopes; deadening sound; and preserving air and water quality.

To ensure that landscaping is provided and maintained, the following requirements for the installation, maintenance, and protection of landscaping areas are required to be met for every project issued a permit under this Chapter:

A. Maintenance:

- (1) All plantings shall be maintained in a healthy and attractive condition. Maintenance shall include, but not be limited to, watering, fertilizing, weeding, cleaning, pruning, trimming, spraying, and cultivating.
- (2) Properties shall be kept free of noxious weeds as designated in the Town's Noxious Weed Management Plan as updated from time to time.
- (2) Landscaping structural features such as fencing, planter boxes, etc., shall be maintained in a sound structural and attractive condition.
- (3) Selective tree cutting/thinning to maintain the health of the tree stand and to allow for greater species diversity is appropriate, provided that effective screening is maintained to protect view sheds, blend the development into the site and provide privacy between properties.
- (4) Dead and terminally diseased shall be cut as close to the ground as possible and removed from the property and disposed of properly on an annual basis. (Please refer to the Landscaping Guidelines for references on common diseases and infestations that affect vegetation at a high altitude.)
- (5) Whenever plants are removed or die, they shall be replaced by planting materials as soon as possible that meet the original intent of the approved landscaping design. Terminally diseased trees that are removed, such as Mountain Pine Beetle infested trees, shall be replaced on a case-by-case basis in a manner to provide effective screening between properties for privacy and to screen properties from view sheds and public rights of way. Property owners will not be required to replace trees on a per caliper inch basis.

B. Requirements:

- (1) Each site shall provide through existing vegetation or with new landscaping screening from adjacent properties, a separation of uses, enhancement of privacy and the protection of view sheds from public rights of way as appropriate for each neighborhood. The individual character of each neighborhood shall be considered by the Commission.
- (2) All open industrial or commercial storage areas shall be screened from all public rights of way or adjacent property by use of landscaping, berms, or a combination of landscaping and other features to a height of six feet (6') minimum.
- (3) When a parking lot and public right of way are contiguous, a landscaped area a minimum of five feet (5') in width, separating the parking lot from the right of way, and which also effectively screens the lot shall be provided.
- (4) All planting materials proposed in areas also designated as snow stacking areas or anticipated snow shedding areas shall be of a size or type that will not be adversely affected by the proposed snow storage. To the extent possible, new trees shall not be located in areas proposed for snow storage or snow shedding.
- (5) Any site contiguous to or facing any residential uses or future residential uses shall screen its parking lots, loading docks, or similar uses through the use of landscaping elements to a height of four feet (4') minimum.
- (6) All surface areas on the approved landscaping plan that will not be a hard surface shall be planted with adequate native or high altitude ground cover as approved by the Town and shall be top-dressed with a minimum of two inches (2") of top soil prior to planting. In addition, irrigation shall be provided in those instances where required to guarantee the proper growth and maintenance of the landscaping being provided.
- (7) Revegetation measures, including but not limited to seeding with native or high altitude seed mixtures, biodegradable netting, straw, mulching and irrigation to establish plantings on cut/fill slopes, are required. Cut and fill slopes intended for plantings shall not exceed a 2:1 gradient. Retaining walls shall be required for all gradients greater than 2:1.
- (8) Not less than six percent (6%) of the interior areas of all parking lots and drive-through establishments shall be placed in landscaping.
- (9) Site plans shall be designed to avoid conflicts with parking areas and landscaping materials. Wheel retention devices shall be utilized for parking areas to protect landscaping where possible. Flexibility in the design of wheel

retention devices will be reviewed on a case by case basis to allow for positive drainage and so as not to interfere with snow removal operations.

- (10) At least fifty percent (50%) of all tree stock shall be of a size equal to or greater than six feet (6') in height for evergreen trees and one and one-half inches (1-1/2") caliper for deciduous trees, measured six inches (6") above ground level. Said tree shall be in a minimum of five (5) gallon containers, if container stock; or a minimum of twelve inch (12") root spread, if bare root stock; or a minimum of fourteen inch (14") ball diameter if balled and burlapped with the ball depth not less than seventy five percent (75%) of diameter or three-quarters ($\frac{3}{4}$) of width. Size adjustments which reflect the growth habits of particular species may be made at the discretion of the Town. (Refer to Landscaping Guidelines for further details.)
- (11) At least fifty percent (50%) of all shrub stock shall be of a size equal to or greater than Type 2, four (4) cans or more, two feet (2') and up, if deciduous; Type 1, twelve inch (12") spread, if creeping or prostrate evergreens; or Type 2, twelve inch (12") spread and height, if semi-spreading evergreens. Size adjustments which reflect the growth habits of a particular species may be made at the discretion of the Town. (Refer to Landscaping Guidelines for further details.)
- (12) All plant materials shall be specified and provided according to the American Standard for Nursery Stock and adapted to a high altitude environment, or an elevation appropriate for the site. Additional information beyond the minimum requirements stated therein, which provide a more definitive indication of size, quality, shape, confirmation, condition, and/or the method of transplanting, is encouraged.
- (13) Large trees shall be staked as per American Nursery Standards. (Ord. 19, Series 1988)

C. Wildfire Mitigation:

The creation of defensible space around structures is required for all new construction, additions greater than 10% of existing square footage, and major remodels that affect the exterior of a structure and/or a structures footprint. All Properties shall be divided into three zones. Properties will be reviewed on a case-by-case basis. Properties within the Conservation District and those properties within a Master Plan with smaller setbacks shall be given special consideration to allow for site buffers and screening to be maintained and created while still meeting the intent of reducing fuels for wildfire mitigation.

- (1) Zone One

- (a) Zone One shall extend 30-feet from the eave of the structure or deck.
- (b) All non-firewise vegetation shall be removed within Zone One except that specimen trees with a minimum of ten feet (10') between the crowns of other vegetation may remain. Specimen trees in close proximity to a structure may be considered part of the structure for measurement purposes.
- (c) Stone or other noncombustible materials with a weed barrier shall be placed under all decks or structure projections such as bay windows.
- (d) Fire-wise landscaping may be planted within Zone One, 15 –feet away from the edge of all eaves or decks. All fire-wise landscaping planted within Zone One shall be maintained in irrigated planting beds. New plantings shall maintain a minimum of ten feet (10') between the crown spacing of individual or groupings of trees at maturity.
- (e) All grasses within Zone One shall be maintained less than six inches (6") in height. For landscape plans that propose taller growing native grasses or wild flowers, these plantings shall be cut back annually in the fall after the plantings have gone to seed.
- (f) All fire-wise trees within Zone One shall be pruned annually to remove all dead branches a minimum of six-feet (6') above ground level.

(2) Zone Two

- (a) Zone Two shall be measured 75 feet up to 125 feet (depending on slope) from the eave of a structure or deck.
- (b) All dead and diseased trees shall be removed within Zone Two.
- (c) All dead trees and branches on the ground shall be removed. Leaf and needle clutter shall not exceed three inches (3") in depth.
- (d) New landscaping may be planted to create site buffers and screening. New plantings shall maintain a minimum of ten feet (10') between the crown spacing of individual or groupings of trees at maturity.
- (e) All trees shall be pruned annually to remove all dead branches a minimum of six-feet (6') above ground level.

(3) Zone Three

- (a) Zone Three shall be measured from the edge of Zone Two to the property line.
- (b) All dead and diseased trees shall be removed within Zone Three. A minimum of one standing dead tree per acre or fraction thereof may remain on site for wildlife habitat provided that a minimum of ten feet (10') is maintained between the dead tree and the crowns of living trees.
- (c) All dead trees and branches on the ground shall be removed. Leaf and needle clutter shall not exceed three inches in depth.
- (d) New landscaping may be planted to create site buffers. New plantings shall maintain a minimum of ten feet (10') between the crown spacing of individual or groupings of trees at maturity.
- (e) All trees shall be pruned annually to remove all dead branches a minimum

of six-feet above ground level.

D. Water Features

- (1) Water features shall meet all required setbacks for structures and shall not be permitted outside of disturbance envelopes, nor shall they be permitted when the construction of said feature results in the removal of existing specimen trees, or trees that provide required site buffers. Replacement trees may be considered.
- (2) The use of Glycol or other anti-freezing additives within water features is prohibited.
- (3) Water features that are proposed for year round use may receive negative points under Policy 33 – Energy Conservation.

22. (RELATIVE) LANDSCAPING (22/R):

A. All developments are strongly encouraged to make landscaping improvements which exceed the requirements outlined in the absolute policy. New landscaping should enhance forest health, preserve the natural landscape and wildlife habitat and support fire-wise practices. A layered landscape, through the use of ground covers, shrubs and trees that utilize diverse species and larger sizes where structures are screened from view sheds, public rights of way and other structures, is strongly encouraged. The resulting landscape plan should contribute to a more beautiful, safe, and environmentally sound community. To meet this goal, all projects will be evaluated on how well they implement the following suggested criteria:

- (1) It is encouraged that at least one tree a minimum of eight-feet (8') in height, or three inch (3") caliper be planted at least every fifteen feet (15') along public rights of way.
- (2) It is encouraged that all landscaping areas have a minimum dimension of ten feet (10').
- (3) Development applications are encouraged to identify and preserve specimen trees, significant tree stands, tree clusters and other existing vegetation that contribute to wildlife habitat. Trees considered as highest priority for preservation are those that are disease-free, have a full form, and are effective in softening building heights and creating natural buffers between structures and public rights of way. Buildings shall be placed in locations that result in adequate setbacks to preserve these specimen trees and existing vegetation. Measures shall be taken to prevent site work around these areas. Applicants are encouraged to seek professional advice on these issues from experts in the field.
- (4) It is encouraged that the landscaping materials utilized are those species that are native to Breckenridge, or appropriate for the high altitude environment found in Breckenridge. The Town of Breckenridge Landscaping Guide shall be used to evaluate those particular criteria.

- (5) It is encouraged that the landscaping materials utilized are those species that need little additional water to survive, or that the applicants provide for an irrigation system that is based on low flows or the recycling of water. In general, native species are the most drought tolerant after establishment. Xeriscaping with native species is encouraged.
- (6) Installation, use and maintenance of irrigation systems to ensure survival of landscaping in the long-term is strongly encouraged until plant material is established. Irrigation that utilizes low flow systems and the recycling of water are strongly encouraged. All irrigation systems should be maintained on an annual basis.
- (7) The use of bioswales planted with native vegetation that can filter and absorb surface water runoff from impervious surfaces to promote water quality is encouraged.
- (8) The use of permeable paving in low traffic areas, to allow precipitation to percolate through areas that would traditionally be impervious, is encouraged.
- (9) It is encouraged that plant materials be provided in sufficient quantity, of acceptable species, and placed in such arrangement so as to create a landscape which is appropriate to the Breckenridge setting and which subscribes to the Historic District Guidelines as appropriate.
- (10) It is encouraged that the remaining fifty percent (50%) of the tree stock include a variety of larger sizes ranging up to the largest sizes for each species which are possible according to accepted landscaping practices at maturity which recognize the Breckenridge high altitude environment, transplant feasibility, and plant material availability. Interrelationships of height, caliper, container size and shape shall be in general compliance with the American Standard for Nursery Stock. Fifty percent (50%) of all deciduous trees should be multi-stem.
- (11) It is encouraged that landscaping be provided in a sufficient variety of species to ensure the continued appeal of a project in those instances where a particular species is killed through disease. Native species are preferred.
- (12) It is encouraged that at least fifty percent (50%) of the area of a project that is not being utilized for buildings or other impervious surfaces shall be kept in a natural/undisturbed state. Native grasses, wild flowers and native shrubs are desirable features to maintain.
- (13) In all areas where grading and tree removal is a concern, planting of new landscaping materials beyond the requirements of absolute policy 22 "Landscaping" of this policy is strongly encouraged. New trees and

landscaping should be concentrated where they will have the greatest effect on softening disturbed areas and buffering off site views of the property. (Ord. 19, Series 1995)

Negative points will be awarded according to the following point schedule for new landscaping proposals, in direct relation to the scope of the project, subject to approval by the Planning Commission:

-2: Proposals that provide no public benefit. Examples include: providing no landscaping to create screening from adjacent properties, public right of way and view sheds; the use of large areas of sod or other non-native grasses that require excessive irrigation and that do not fit the character of the neighborhood; the use of excessive amounts of exotic species; and the removal of Specimen trees that could be avoided with an alternative design layout.

Positive points will be awarded according to the following point schedule for new landscaping proposals, in direct relation to the scope of the project, subject to approval by the Planning Commission:

+2: Proposals that provide some public benefit. Examples include: the preservation of a specimen tree/s as a result of a new building footprint configuration to preserve the tree/s; preservation of groupings of existing healthy trees that provide wildlife habitat; preservation of native ground covers and shrubs significant to the size of the site; xeriscape planting beds; the planting of trees that are of larger sizes a minimum of 2.5" caliper for deciduous trees and eight feet (8') for evergreen trees; utilizing a variety of species and the layering of ground covers, shrubs and trees that enhance screening and assist in breaking up use areas and creating privacy. In general plantings are located within Zone One (as defined) on the site.

+4: Proposals that provide above average landscaping plans. Examples include: all those noted above in addition to the planting of trees that are of larger sizes a minimum of 3" caliper for deciduous trees and ten feet (10') for evergreen trees; utilizing a variety of species and the layering of ground covers, shrubs and trees that enhance screening and assist in breaking up use areas and creating privacy 50% of all new planting should be native to Breckenridge and the remaining 50% should be adapted to a high altitude environment. In general plantings are located within Zones One and Two (as defined) on the site.

+6: Proposals that that provide significant public benefit through exceptional landscape plans. Examples include: all those noted above and the planting of deciduous and evergreen trees that are a combination of the minimum sizes noted under positive four points (+4) and the largest possible for their species; the planting of the most landscaping possible on the site at maturity; utilizing a variety of species and the layering of ground covers, shrubs and trees to break up use areas, create privacy and provide a substantial screening of the site; 75%

of all new plantings should be native to Breckenridge and the remaining 25% should be adapted to a high altitude environment. In general plantings are located in Zones One, Two and Three (as defined) on site.

¹. Examples set forth in this policy are for purpose of illustration only, and are not binding upon the planning commission. The ultimate allocation of points shall be made by the planning commission pursuant to section 9-1-17-3 of this title.



MEMORANDUM

TO: Town Council
FROM: Joanie Brewster, Administrative Services Coordinator
DATE: August 4, 2010
SUBJECT: Planning Commission Vacancy

Attached please find three letters of interest for the Planning Commission. There is one vacancy on the Commission as of July 6, 2010. This term will run until November 1, 2012.

Suggested interview questions and a ballot have been included in hard copy form in your notebooks.

Frank (Trip) Butler
230 S. Pine Street
P.O. Box 5978
Breckenridge, CO 80424
July 22, 2010

Chris Neubecker
Senior Planner
Town of Breckenridge
150 Ski Hill Road
PO Box 168
Breckenridge, CO 80424

Dear Chris:

Please allow this letter to serve as an indication of my interest in the vacant position on the Breckenridge Planning Commission. Since moving to Breckenridge in 1999, I have been active in the affairs of our community, including elected positions with the BRC Ambassadors, Little Red Schoolhouse Board of Directors and St. Anthony Summit Medical Center Health Foundation Board of Directors. I have a strong background in architecture, construction and project management. I believe my experience and interest along with the support of my wife, Kelly, makes me a good candidate for the opening.

I have a Bachelor of Science degree in Architecture from the University of Virginia. I spent 11 years in the U.S. Marine Corps as a Combat Engineer Officer, including 8 months in Saudi Arabia & Kuwait for the first Gulf War. I was a project manager for a general contractor in Key West, FL for 7 years where I passed the state general contractor's licensing exam on my first try (that's only a big deal if you know anything about the post-Hurricane Andrew licensing process). Kelly & I moved to Breckenridge in 1999 to take over the operations of the Hunt Placer Inn. We were active in local, regional and statewide bed & breakfast professional organizations, Central Reservations and the Breckenridge Chamber. We sold our business in 2006 and moved to our home on South Pine Street. In 2007, along with a business partner, I bought a local kitchen/bath design and cabinetry sales business, Creative Cabinetry at 1655 Airport Road.

I appreciate the effort which has gone in to the Breckenridge Vision Plan and the Sustainable Building Code. I am wholly in favor of the concept of "sustainable planning" and respecting the historic and natural setting of Breckenridge.

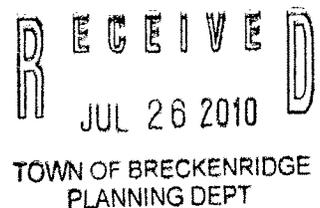
I would welcome the opportunity to discuss my qualifications with you and to provide further information, as required. I can be reached anytime via my cell phone, 970-389-4601.

Thank you for your time and consideration. I look forward to speaking with you about this opportunity.

Sincerely,



Trip Butler



Carrie L. McConnell
P O Box 7086, 1001-15B Grandview Dr.
Breckenridge, Colorado 80424

Phone: (970) 485-0809
E-Mail: breck.carrie@gmail.com

August 2, 2010

Breckenridge Planning Commission
Mr. Peter Grosshuesh
Community Development Director
150 Ski Hill Rd. 2nd floor
P O Box 168
Breckenridge, CO 80424

RE: Planning Commission Vacancy

Dear Mr. Grosshuesh,

I am writing to express my interest in the vacancy position on the Town of Breckenridge Planning Commission.

I am a 30 year Breckenridge area resident; currently living within the Breckenridge City Limits. I have owned and operated Summit Appraisal Services (a residential appraisal company) for approximately 17 years. I am a Colorado Certified Residential Appraiser.

I have watched our community grow and change over the years; I feel playing an active role in the planning process would be a challenging and rewarding experience.

I am very interested in becoming a member of the Breckenridge Planning Commission. I look forward to meeting with you and the Planning Commission to discuss this opportunity.

Sincerely,


Carrie L. McConnell

RECEIVED
AUG 02 2010
TOWN OF BRECKENRIDGE
PLANNING DEPT

August 2, 2010

Breckenridge

Peter Grosshuesch, Director of Community Development
Town of Breckenridge
PO Box 168
Breckenridge, Colorado 80424

RECEIVED
AUG 02 2010
TOWN OF BRECKENRIDGE
PLANNING DEPT

Re: Application for the Breckenridge Planning Commission

Dear Peter:

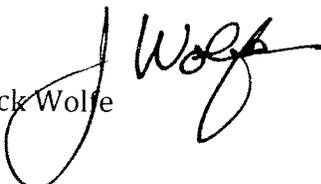
I would like to place my name into consideration to serve on the Town of Breckenridge Planning Commission. I have lived in the Upper Blue for approximately 15 years including the last three and one-half as a resident, and, have both a passion and interest for how we shape the future of our community.

My qualifications include:

- I have an undergraduate degree from the School of Urban Planning and Landscape Architecture, Michigan State University, which gives me a solid fundamental background in planning matters.
- I am a professional real estate developer, and, have worked closely with the Town to develop One Breckenridge Place, Main Street Junction, and the first four buildings of Main Street Station. These projects included variances, development agreements, density reduction, conditional use permits, re-platting, vacation of rights-of-ways and provision of easements for future Town use. All of this requires understanding the Town goals and working collaboratively with the community.
- I have served previously on the Breckenridge Open Space Advisory Commission and have participated in the Town's 2010 Sustainable Breck initiative. This background information will serve to guide Planning decisions and policy matters going forward.
- I have developed projects in over 15 other municipalities and bring comparative ideas, information, and experience.
- I bring hands-on working knowledge of the Development Permits, Land Use Guidelines, and Overlay Districts, and will be able to contribute to the Planning Commission discussions and decisions immediately.
- I have operated with great integrity with Staff, previous Planning Commissions, and Councils. I believe in being well prepared and seeking out knowledge from others. I strive to create strong relationships that will benefit the Town well on planning matters.

I am excited about the opportunity to being involved in Breckenridge's future and look forward to the chance to speaking with you further.

Thanks for your consideration.

Jack Wolfe


TOWN OF BRECKENRIDGE
JOINT TOWN COUNCIL/BRECKENRIDGE OPEN SPACE ADVISORY COMMISSION MEETING
Tuesday, August 10, 2010
150 Ski Hill Road

- 6:00 Ellen Hollinshead Recognition
- 6:10 Cucumber Gulch Management
- 6:30 Marketing Town Open Space and Trails
- 6:45 Executive Session

For further information, please contact the Open Space and Trails Program at 547.3110 (Heide) or 547.3155 (Scott).

Memorandum

To: Town Council, Breckenridge Open Space Advisory Commission
From: Heide Andersen, Open Space and Trails Planner III
Mark Truckey, Asst. Director of Community Development
Scott Reid, Open Space and Trails Planner II
Re: August 10th Joint Meeting

Ellen Hollinshead Recognition

The mayor will present Ellen Hollinshead with a recognition award to commemorate her contribution to the creation, development and on-going management of the Town of Breckenridge Open Space and Trails program. Ellen was responsible for getting the sales tax initiative that created the TOB Open Space Fund on the ballot in 1996 and served on BOSAC from 2002 to 2010.

Cucumber Gulch**Conservation Monitoring Program**

The Cucumber Gulch Conservation Monitoring Program was developed in 2000 and the first year of data collection was 2001. The program reviews the condition of the water resources, vegetation, wildlife and trails in the Cucumber Preserve and makes recommendations for future management action.

The 2010 budget for this program was \$70,000. It is broken down into two contracts, one for ecological monitoring by Emerald Planet/Christy Carello and the other for water quality and quantity done by ERO Resources. The budget is broken down as follows:

Emerald Planet: \$43,520

- Avian population monitoring
- Amphibia
- Beaver/muskrat surveys
- Beaver lodge surveys
- Ungulate monitoring
- Vegetation analysis
- Weed surveys
- Willow exclosure study
- Photo documentation
- Motion detection camera data evaluation
- Community outreach
- Water quality sampling
- Report preparation
- Administrative Costs

ERO Resources: \$22,180

- Field equipment
- Laboratory fees
- Consultation (project management, field sampling oversight, report preparation)
- Administrative costs

Following the presentation by Christy Carello and in light of the political sensitivity of the Cucumber Gulch resources, staff wanted both Town Council and BOSAC to evaluate the budget and products for the monitoring program. The budget was decreased in \$2010 by \$20,000 and has been recommended to be increased for 2011 by \$10,000. These additional funds would be used for more intensive use studies to evaluate impacts of the recent development and gondola operation and for any additional evaluation of water resource impacts.

Marketing of Town Open Space and Trails

Over a year ago, BOSAC and Town Council discussed the idea of marketing Town trails. BOSAC had a retreat on February 12, 2009 to discuss this specifically and then it was brought to a joint meeting with Town Council. Determinations from these discussions were as follows:

- The focus of the Town open space and trails program is to benefit the public as a whole, with no distinction made between local residents or visitors.
- The Town has a goal of being a “regionally significant mountain bike and nordic destination”, but that it was more the role of Town Council than BOSAC to promote this. In the meantime, Town staff developed and Town Council approved a Mountain Bike Messaging Document (included in your packet). The document was created to help trail users, those marketing the Town, event promoters, potential concessionaires and other interested individuals understand the values, priorities and limitations related to mountain biking within the Town of Breckenridge and Town-owned and managed lands. Also, a new revised trail map was developed and produced for the 2010 season that includes the entire Upper Blue Basin.
- Staff should initiate a revision of the 2001 Upper Blue Nordic Master Plan. The stakeholder process for this plan revision is complete and the document is in the process of being written for committee and then BOSAC initial review.

At their 2010 retreat, Town Council resolved to support tourism as the top industry of our community. To this end, BOSAC and Town staff wanted to review the determinations made in 2009 and make sure that the open space and trails program was appropriately addressing the decisions made at that time and discuss any changes that should be made in light of the recent Town Council commitment.

Mountain Biking Messaging Document

The Town of Breckenridge and the surrounding areas offer an extensive and varied trail network that accommodates mountain bikers, as well as many other types of users. This document was created to help trail users, those marketing the Town, event promoters, potential concessionaires and other interested individuals understand the values, priorities and limitations related to mountain biking within the Town of Breckenridge and Town-owned and managed lands.

1. The Town of Breckenridge prioritizes land protection and preservation, and sustainable use and management of open space. The acquisition of open space and the protection of natural resources is the top priority of the Town's open space program.
2. Trail access and public enjoyment of Town open space is a high priority of the program, but such access must always be provided in a sustainable and ecologically sensitive manner.
3. The Town of Breckenridge is located at 9,600 feet in elevation, which reduces the percentage of atmospheric oxygen, when compared to sea level or other lower elevations. The 'thin air' can prove very challenging to visitors of all types, and especially those exerting themselves physically. Most trails in this high elevation do not dry until mid-June, some even later in the summer months. Elevation and aspect dramatically affect which trails dry when. The Peaks Trail is an example of a trail that dries late, remains muddy and is particularly technical. Other trails in the local system should receive more visitor attention because they are less technical, more sustainable and south facing.
4. Mountain biking is an acceptable and encouraged use on Town-managed trails, most of which would be considered technically difficult. Several easier level trails also exist, including the Blue River Recpath (paved), the River Trail, the B&B Trail, French Gulch Road, Sallie Barber and Boreas Pass Road.
5. Mountain bikers should expect and respect other trail users. Hikers, runners, dirt bikers and other motorized and non-motorized users should be anticipated on trails and roads in and around Breckenridge.
6. The Town welcomes events on its trail system and works to ensure that those events do not negatively impact the trails or other trail users. Trail fees are charged for all events utilizing Town trails to help offset trail maintenance costs.
7. The Town has an active volunteer program to leverage its trail management resources and encourage community support of the local trails.

8. The Town of Breckenridge encourages the use of bicycles for transportation whenever possible and plans and builds its trail system to provide trail corridors from the center of town to outlying areas, thereby reducing the need to drive to trailheads.
9. The Town is working to improve directional signage throughout the local trail system and provide a clear map for public use. Despite these efforts, many trails outside of the Town trail system remain unmarked, making wayfinding difficult without local knowledge.



BRECKENRIDGE TOWN COUNCIL REGULAR MEETING
Tuesday, August 10, 2010; 7:30 p.m.

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*Report of Town Manager; Report of Mayor and Council Members; Scheduled Meetings and Other Matters are topics listed on the 7:30 pm Town Council Agenda. If time permits at the afternoon work session, the Mayor and Council may discuss these items. The Town Council may make a Final Decision on any item listed on the agenda, regardless of whether it is listed as an action item

BRECKENRIDGE TOWN COUNCIL REGULAR MEETING

Tuesday, August 10, 2010; 7:30 p.m.

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*Report of Town Manager; Report of Mayor and Council Members; Scheduled Meetings and Other Matters are topics listed on the 7:30 pm Town Council Agenda. If time permits at the afternoon work session, the Mayor and Council may discuss these items. The Town Council may make a Final Decision on any item listed on the agenda, regardless of whether it is listed as an action item

**TOWN OF BRECKENRIDGE
TOWN COUNCIL REGULAR MEETING
TUESDAY, JULY 27, 2010
PAGE 1**

CALL TO ORDER and ROLL CALL

Mayor Warner called the July 27, 2010 Town Council Meeting to order at 7:35 p.m. The following members answered roll call: Ms. McAtamney, Mr. Dudick, Mr. Bergeron, Mr. Burke, Mr. Mamula, Mr. Joyce, and Mayor Warner.

APPROVAL OF MINUTES – July 13, 2010 Regular Meeting

Mr. Dudick had one correction to the minutes on page 104. The original minutes showed the text as “He stated they should not give points for it, but encourage it”. Mr. Dudick would like it corrected to say, “He stated they should not give *negative* points for it, but encourage it”.

With no other changes or corrections to the meeting minutes of July 13, Mayor Warner declared the minutes were approved as corrected.

APPROVAL OF AGENDA

Mr. Gagen removed two items from the regular meeting agenda. The first item under section seven, new business, first reading, Council Bill No. 20. The second item removed was under resolutions, new business, series 2010, the first resolution titled “A Resolution Approving an Intergovernmental Agreement with Summit County Concerning the Administration of the “Help! Summit Home Energy Loan Program”.

Mayor Warner recognized Rob Millisor and Dave Rossi for their service to Town Council. Mayor Warner congratulated Rob Millisor for his six years of service and presented him with a plaque. Mayor Warner presented a plaque to Dave Rossi for his four years of service to the Council and indicated his passion for process.

COMMUNICATIONS TO COUNCIL

- A. Citizen’s Comments - (Non-Agenda Items ONLY; 3 minute limit please)
There were none.

CONTINUED BUSINESS

A. SECOND READING OF COUNCIL BILLS, SERIES 2010 – PUBLIC HEARINGS

1. **Council Bill No. 18, Series 2010 - AN ORDINANCE AUTHORIZING THE CONVEYANCE OF CERTAIN TOWN-OWNED REAL PROPERTY TO THE SUMMIT HOUSING DEVELOPMENT CORPORATION, A COLORADO NON-PROFIT CORPORATION (Tracts 1, 2, and 3 Valley Brook Subdivision)**

Town Attorney Tim Berry explained that this council bill would make it possible for the ownership of the Valley Brook property to be transferred to Summit County Housing Development Corporation with the town acting as the agent to manage the development. There were no changes from the first reading.

Mayor Warner opened the public hearing. There were no further comments and the public hearing was closed.

Mr. Mamula moved to approve Council Bill No. 18, Series 2010 in the form included in the agenda packet. Mr. Burke seconded the motion. The motion passed 7-0.

2. **Council Bill No. 19, Series 2010 - AN ORDINANCE REPEALING ORDINANCE NO. 23, SERIES 2009, CONCERNING THE PROPOSED ANNEXATION OF A PARCEL OF LAND TO THE TOWN OF BRECKENRIDGE (Entrada – 3.98 acres, more or less)**

Mr. Berry explained this ordinance would repeal ordinance No. 23, series 2009. This ordinance is contingent upon an acceptable agreement between the property owners and the Town Council. Originally, the Town wasn’t able to obtain a signed agreement for the annexation because neither party could come to an agreement. There were no changes from the first reading.

Mayor Warner opened the public hearing.

Kirk Michelson, one of the property owners of the Entrada parcel came to speak to Council. Mr. Michelson pointed out one correction regarding the property agreement. He stated that there was a signed agreement between Summit Ridge Center and Entrada. The contract was voided because it was written in the name of the trailer park instead. Mr. Michelson asked the Council to reconsider the proposed annexation, stating that the property will go into foreclosure on September 3, 2010. The Council reminded Mr. Michelson that four out of seven of the council members felt strongly for the cross-easement. The Council conveyed their concern that Mr. Michelson was coming before them at such a late time in the process. Council didn’t take the original situation lightly and was concerned for the protection of the community and felt that Mr. Michelson should take some responsibility for the current situation. Ms. McAtamney added that if the situation were more straightforward, then things could have been handled better and she felt that the community shouldn’t have been burdened with a bad intersection.

Mr. Michelson returned to the podium and apologized for his late arrival in the process and agreed that he should take some of the responsibility. Mr. Michelson felt that he did have a cross-easement in the original agreement. He thanked the Council for their consideration.

Mayor Warner asked the Council if there were any other questions. There were no further comments and the public hearing was closed.

**TOWN OF BRECKENRIDGE
TOWN COUNCIL REGULAR MEETING
TUESDAY, JULY 27, 2010
PAGE 2**

Mayor Warner asked for discussion from Council before a vote of continuance was taken. Mr. Dudick showed his concern for the position that Mr. Michelson is in but still felt it was very last-minute to come before Council to express his concern. He felt that Mr. Michelson had plenty of time to contact Council and would prefer this matter not be brought before Council again. Ms. McAtamney stated that she was never very comfortable with the original agreement but that she would be willing to discuss it again.

Mayor Warner asked for a motion for continuance for Council Bill No. 19, Series 2010 until the August 10, 2010 Town Council meeting.

Mr. Mamula moved for a continuance. Ms. McAtamney seconded the motion. The motion passed 7-0.

NEW BUSINESS

A. FIRST READING OF COUNCIL BILL, SERIES 2010

- 1.. **Council Bill No. 21, Series 2010 - AN ORDINANCE AMENDING ORDINANCE NO. 16 SERIES 2010, TO ALLOW FOR THE TRANSFER OF TOWN OF BRECKENRIDGE MEDICAL MARIJUANA DISPENSARY PERMITS; SETTING FORTH THE TERMS AND CONDITIONS UNDER WHICH SUCH PERMITS MAY BE TRANSFERRED; DECLARING AN EMERGENCY; AND PROVIDING FOR AN IMMEDIATE EFFECTIVE DATE OF THIS ORDINANCE**

Mr. Berry explained that this is an emergency ordinance so it will only be read into the record once. The ordinance will allow for a short window of time for the Town Manager to approve existing licenses to potential buyers and those buyers must file a State license by August 1, 2010. Mr. Berry pointed out a typing error on page 118, line 24 of the ordinance - "prior" should be corrected to say "Permits issued on or before August 1, 2010".

Mayor Warner opened the public hearing. There were no further comments and the public hearing was closed.

Mr. Burke moved to approve Council Bill No. 21, Series 2010 with the change to page 118, line 24 of the ordinance. Mr. Joyce seconded the motion. The motion passed 7-0.

B. RESOLUTIONS, SERIES 2010

1. **A RESOLUTION REQUESTING A CHANGE OF THE ACCESS CATEGORY OF A PORTION OF COLORADO HIGHWAY 9 WITHIN THE TOWN OF BRECKENRIDGE**

Mr. Berry explained that this resolution would change the access category of a portion of Highway 9 from a "Rural Arterial (R-A)" to be designated as a "Non-Rural Arterial (NR-B)". The change is supported by the Town Engineer, CDOT staff, and Vail Summit Resorts.

Mr. Bergeron moved to approve a Resolution Requesting a Change of the Access Category of a Portion of Colorado Highway 9 Within the Town of Breckenridge. Mr. Mamula seconded the motion. The motion passed 7-0.

A. OTHER

1. None

PLANNING MATTERS

A. Planning Commission Decisions of July 6, 2010

Mayor Warner asked for any call-up requests. There were no requests for call-up. The Planning Commission Decisions were approved as presented.

The Council agreed to discuss the request from Dave Pringle, Planning Commission member, during the work session earlier in the day regarding his opinion that one member of the Planning Commission should also be a member of the Town Council. Normal process requires the Planning Commission member to leave the room when discussing planning matters during Town Council. Several council members felt that the Planning Commission member should not be excluded from being an important member of the group discussions.

B. Town Council Representative Report

Mr. Burke gave his report during the work session.

REPORT OF TOWN MANAGER AND STAFF

Mr. Gagen had nothing further to report.

REPORT OF MAYOR AND COUNCILMEMBERS

A. CAST/MMC (Mayor Warner) – Mr. Warner reported that the CAST meeting is at the end of month. His MMC meeting is at the end of next week.

B. Breckenridge Open Space Advisory Commission (Ms. McAtamney) – Ms. McAtamney reported that the BOSAC has had two requests for races through Cucumber Gulch recently. The Commission approved the first request; however, the second request was for the Summit Mountain Challenge which was not approved by the Commission with the feeling that it would be too much stress on that particular trail.

**TOWN OF BRECKENRIDGE
TOWN COUNCIL REGULAR MEETING
TUESDAY, JULY 27, 2010
PAGE 3**

C. **Breckenridge Resort Chamber** (Mr. Dudick) - Mr. Dudick reported that it was the best attended BRC meeting so far, with the discussion centering around sustainable marketing funds. The BRC has also elected new members to the board.

D. **Summit Combined Housing Authority** (Mr. Joyce) – Mr. Joyce had nothing to report.

E. **Breckenridge Heritage Alliance** (Mr. Burke) – Mr. Burke had nothing to report. Town Manager Tim Gagen reported on Engine No. 9 at the work session.

F. **Sustainability** (Mr. Bergeron, Mr. Joyce, Mayor Warner) – Mayor Warner reported that the second breakout session of Sustainable Breckenridge was very well attended. The focus of the meeting was on economic issues, energy, and recreation. The next meeting is at Beaver Run on Monday, August 2, 2010. The topics will include local economy, water, land use, and transportation.

OTHER MATTERS

Mr. Burke wanted to discuss the letter received by Council regarding the emergency services from Red, White, & Blue Fire District. Mr. Gagen gave a brief history stating that the Council holds a strong opinion that the County should entertain the possibility of providing the ambulance service. Mayor Warner would like to see a single-provider system rather than having both the Red, White & Blue Fire District and the Summit County Ambulance Services respond to emergency calls. Council felt that the Town should still support RW&B.

Mr. Joyce would like to revisit the Valley Brook agreement process and felt that he has a different perspective because he was on both sides of process. He noted the particular guidelines to bidders and any gaps in documents when they were turned in. He expressed the need for Council to decide what variances are allowed and to possibly allow for joint ventures. Mr. Joyce felt that the situation with the Valley Brook agreement didn't reflect well on us as a Town and that the next phase would need to be very clear on the process and to follow through with original guidelines. Mr. Gagen clarified that if anyone does not follow through with the promises in the contract, they would no longer have the job. Mr. Joyce added that there should be some sort of language set in the contract for when a contractor needs to be taken off the job. Mayor Warner thanked Mr. Joyce for his comments.

Mr. Bergeron noted that the tennis courts located at Carter Park are being closed down due to disrepair. The Town would need to spend approximately \$20,000 in order to make them serviceable again but that we are not spending the money due to budget constraints. Mr. Burke felt that the tennis courts should be completely torn out for safety reasons.

Mayor Warner thanked Mr. Gagen for his reply to Mary Russell's letter regarding HOA restrictions on short-term rentals. Mayor Warner felt it was very well written.

The Nordic Center discussion will be at a later date.

SCHEDULED MEETINGS

There were none.

ADJOURNMENT

With no further business to discuss, the meeting adjourned at 9:24 p.m.

Submitted by Jena Taylor, Administrative Specialist.

ATTEST:

Mary Jean Loufek, CMC, Town Clerk

John Warner, Mayor

MEMO

TO: Town Council

FROM: Town Attorney

RE: Council Bill No. 19 (Repealing Entrada Annexation Ordinance)

DATE: August 4, 2010 (for August 10th meeting)

The second reading of the ordinance repealing the Entrada Annexation Ordinance was continued to your meeting on August 10th. There are no changes proposed to ordinance from first reading.

I will be happy to discuss this matter with you on Tuesday.

1 ***FOR WORKSESSION/SECOND READING – AUG. 10***

2
3 ***NO CHANGE FROM FIRST READING***

4
5 COUNCIL BILL NO. 19

6
7 Series 2010

8
9 AN ORDINANCE REPEALING ORDINANCE NO. 23, SERIES 2009, CONCERNING THE
10 PROPOSED ANNEXATION OF A PARCEL OF LAND TO THE TOWN OF
11 BRECKENRIDGE
12 (Entrada – 3.98 acres, more or less)

13
14 WHEREAS, on August 11, 2009 the Town Council adopted Ordinance No. 23, Series
15 2009, entitled “An Ordinance Annexing A Parcel of Land To The Town of Breckenridge”; and
16

17 WHEREAS, on October 27, 2009, the Town Council adopted Resolution No. 28, Series
18 2009 approving an Amended Annexation and Development Agreement with Entrada at
19 Breckenridge, Inc., a Colorado corporation; and
20

21 WHEREAS, the Amended Annexation and Development Agreement with Entrada at
22 Breckenridge, Inc., a Colorado corporation, approved by Resolution No. 28, Series 2009 set forth
23 certain terms and conditions that had to be met in order for the property described in Ordinance
24 No. 23, Series 2009 to be annexed to the Town of Breckenridge; and
25

26 WHEREAS, the Amended Annexation and Development Agreement with Entrada at
27 Breckenridge, Inc., a Colorado corporation, approved by Resolution No. 28, Series 2009, has not
28 been signed and the Town Council has been informed and believes that such agreement will not
29 be signed by Entrada at Breckenridge, Inc., a Colorado corporation; and
30

31 WHEREAS, because the Amended Annexation and Development Agreement has not
32 been signed by Entrada at Breckenridge, Inc., a Colorado corporation, the Town Council finds
33 and determines that the terms and conditions under which the real property described in
34 Ordinance No. 23, Series 2009 was to be annexed to the Town have not been complied with; and
35

36 WHEREAS, Ordinance No. 23, Series 2009, and the accompanying annexation map
37 have not been filed as required by Section 31-12-113(1), C.R.S., and pursuant to Section 31-12-
38 113(3), C.R.S., the annexation of the property described in Ordinance No. 23, Series 2009, has
39 not become effective; and
40

41 WHEREAS, the Town Council further finds and determines that Ordinance No. 23,
42 Series 2009 should be repealed and the real property described therein not annexed to and made
43 a part of the Town of Breckenridge.
44

1 NOW, THEREFORE, BE IT ORDAINED BY THE TOWN COUNCIL OF THE TOWN OF
2 BRECKENRIDGE, COLORADO:

3
4 Section 1. Ordinance No. 23, Series 2009 is repealed. The Town Clerk is directed not to
5 file the annexation ordinance and map as described in Section 31-12-113, C.R.S.

6 Section 2. The Town Council hereby finds, determines and declares that it has the power
7 to adopt this ordinance pursuant to the authority granted to home rule municipalities by Article
8 XX of the Colorado Constitution and the powers contained in the Breckenridge Town Charter.

9 Section 3. This ordinance shall be published and become effective as provided by
10 Section 5.9 of the Breckenridge Town Charter.

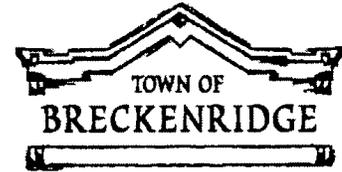
11 INTRODUCED, READ ON FIRST READING, APPROVED AND ORDERED
12 PUBLISHED IN FULL this ____ day of _____, 2010. A Public Hearing shall be held at the
13 regular meeting of the Town Council of the Town of Breckenridge, Colorado on the ____ day of
14 _____, 2010, at 7:30 P.M., or as soon thereafter as possible in the Municipal Building of the
15 Town.

16
17 TOWN OF BRECKENRIDGE, a Colorado
18 municipal corporation
19

20
21
22 By _____
23 John G. Warner, Mayor
24

25 ATTEST:

26
27
28
29 _____
30 Mary Jean Loufek, CMC,
31 Town Clerk
32



MEMORANDUM

To: Town Council
From: Tim Gagen, Town Manager 
Date: August 3, 2010
Subject: Marketing Ordinances – An Overview

This memorandum provides brief background and an overview of three (3) marketing related ordinances being considered by the Town.

Issue Statement

The Town is considering three (3) proposed Ordinances related to marketing of the Town:

- 1) Marketing Committee Ordinance: This ordinance would create a Marketing Advisory Committee;
 - 2) Accommodation Tax Allocation Ordinance: This ordinance would designate a certain amount of the current Accommodations Tax to be transferred into the Marketing fund; *and*,
 - 3) Ballot Initiative/Raise Accommodation Tax: This ordinance would approve a ballot initiative for the November 2, 2010 election. The ballot initiative would ask voters to raise the accommodations tax from the current level of 2.4% to 3.4% for the purpose of marketing the Town.
-

Background

The Town Council and the business/lodging community have been exploring different ways to increase the amount of funds available for marketing the Town and supporting events. Presently, the Town provides marketing funds through the following:

- 100% of the BOLT collections (Business Occupational License Tax)
- .4% of Accommodations Tax collections
- 3.33% of the Sales Tax collections

In recent years, the Town's Excise Fund has provided supplemental marketing funding. This transfer from the Excise Fund augmented funds available for marketing, and in 2010 amounted to over \$685,000. This supplemental funding, however, is not sustainable over the long term.

There is a general agreement among Council and others that the total amount of funds available for marketing do not allow Breckenridge to maintain a competitive edge. To address the issues of funding and competitive standing, the Town Council is proposing certain actions which are contained in the three proposed ordinances.

Proposed Ordinances - Overview

Below is an overview of the proposed ordinances.

- **Marketing Committee Ordinance:** The first Ordinance creates a Marketing Advisory Committee. This committee would be charged with making recommendations to the Town Council regarding the best use of the marketing funds to market, advertise and promote the Town as a year-round resort. The committee would be comprised of seven (7) individuals appointed by the Council. These individuals would have appropriate marketing backgrounds and expertise in the community. At least two (2) of the committee members would be from the local lodging community.

 - **Accommodation Tax Allocation Ordinance:** The second Ordinance ensures that an additional .5% of the current 2.4% Accommodations Tax is transferred to the Marketing Fund for the next five (5) years. The amount from Accommodations Tax would supplement the total marketing effort. The five-year period gives the Town and business community an opportunity to find a sustainable replacement source of funds. A replacement source of funds would backfill the loss of the .5% from the Town's Excise Fund, since this fund supports the general operations of the Town. This additional .5% transfer from the Accommodations Fund to Marketing Fund would only happen if the proposed ballot question in the third Ordinance is approved by the voters of the Town.

 - **Ballot Initiative/Raise Accommodation Tax:** The third Ordinance places a question on the November 2, 2010 ballot to raise the current 2.4% Accommodations Tax Rate to 3.4%. The additional 1% generated with the ballot initiative's approval would be dedicated to the Marketing Fund for use in marketing, advertising and promoting the Town as a year-round resort. The initiative would also permit use of these funds for supporting Town events. The Ordinance also makes changes to the Town's Code and Marketing Fund to recognize the 1% tax and designate it for marketing.
-

Summary

The three (3) Ordinances work as a package, and are thus presented at the same time for Council's consideration. Ordinance #3 (Ballot Initiative) is time sensitive. Proposed language for the November ballot must be approved by the end of August if it is to appear on the November 2nd election ballot.

Requested Action

It is requested that three (3) Ordinances be placed on the 1st reading at the August 10, 2010 Town Council meeting.

CC: *Kate Boniface, ATM*

1 *FOR WORKSESSION/FIRST READING – AUG. 10*

2
3 COUNCIL BILL NO. 23

4
5 Series 2010

6
7 AN ORDINANCE ESTABLISHING THE “BRECKENRIDGE MARKETING COMMITTEE”
8 AS AN ADVISORY BOARD OF THE TOWN OF BRECKENRIDGE
9

10 WHEREAS, at the general election to be held November 2, 2010 there will submitted to the
11 registered electors of the Town a proposal to increase by one percent (1%) the tax rate of the Town
12 of Breckenridge Public Accommodation Tax (“Accommodation Tax”); and
13

14 WHEREAS, if the increase in the tax rate of the Accommodation Tax is approved the
15 increased Accommodation Tax revenues must be paid into a special fund and used only to market,
16 advertise and promote the Town and its environs as a year round resort, and to market, advertise
17 and promote activities and events which the Town Council determines are beneficial to the
18 economic vitality of the community; and
19

20 WHEREAS, the Town Council finds and determines that the establishment of an advisory
21 Town board, to be known as the "Breckenridge Marketing Committee", will assist the Council in
22 marketing, advertising and promoting the Town and its environs as a year round resort, and in
23 marketing, advertising and promoting activities and events which the Town Council determines
24 are beneficial to the economic vitality of the community; and
25

26 WHEREAS, Article IX of the Breckenridge Town Charter authorizes the Town Council to
27 create by ordinance such advisory boards as the Town Council shall deem to be necessary.
28

29 NOW, THEREFORE, BE IT ORDAINED BY THE TOWN COUNCIL OF THE TOWN OF
30 BRECKENRIDGE, COLORADO:
31

32 Section 1. There is hereby added to the Breckenridge Town Code a new Chapter 6 of Title
33 2, to be entitled "Marketing Committee", which shall read in its entirety as follows:

34 **CHAPTER 6**

35
36 **MARKETING COMMITTEE**

37 **SECTION:**

38
39 **2-6-1: Creation**

40 **2-6-2: Appointment; Qualification**

41 **2-6-3: Term of Office; Vacancies**

42 **2-6-4: Compensation**

43 **2-6-5: Duties and Responsibilities**

44 **2-6-6: Operation**

45 **2-6-7: Meetings**

1 **2-6-8: Rules and Regulations**

2 **2-6-9: Applicability of Code of Ethics**

3
4 **2-6-1: CREATION:** There is created and established the Town of Breckenridge
5 Marketing Committee. The Committee shall operate in accordance with and subject
6 to the provisions, duties and limitations of this Chapter.

7
8 **2-6-2: APPOINTMENT; QUALIFICATION:** The Committee shall consist of seven (7)
9 members who shall be appointed by the Town Council. Members of the Committee
10 need not be residents and electors of the Town, but shall have experience in
11 marketing, and at least two members of the Committee shall be owners, operators or
12 employees of lodging businesses within the Town. All members of the Committee
13 shall serve at the pleasure of the Town Council, and may be removed by the Town
14 Council at any time without cause. **DOES THE COUNCIL WANT A**
15 **COUNCILMEMBER TO SERVE ON THE COMMITTEE?**

16
17 **2-6-3: TERM OF OFFICE; VACANCIES:** The term of the members of the Committee
18 shall be two (2) years, except that the term of four (4) of the members appointed to
19 the first Committee shall be only one (1) year, and the term of the remaining three
20 (3) members of the first Committee shall be for two (2) years. In the event that a
21 vacancy shall occur during the term of any appointed member, a successor shall be
22 appointed by the Town Council to serve the unexpired portion of the term. Any
23 appointment made to fill a vacancy on the Committee shall be made in compliance
24 with the requirements of Section 9.4 of the Town Charter.

25
26 **2-6-4 COMPENSATION:** Members of the Committee shall serve without compensation,
27 but members shall be reimbursed for actual and necessary out-of-pocket expenses
28 incurred in the performance of their duties.

29
30 **2-4-5: DUTIES AND RESPONSIBILITIES:**

31
32 A. The Committee shall have the following duties and responsibilities:

- 33
34 1. Formulate and recommend to the Town Council for adoption and revision from time
35 to time a marketing plan for Town. The marketing plan shall provide for the
36 marketing, advertising and promotion of the Town and its environs as a year
37 round resort, as well providing for the marketing, advertising and promotion of
38 activities and events which are beneficial to the economic vitality of the
39 community. The marketing plan may include public relations activities,
40 promotional activities, direct advertising, and financial support for certain events
41 and activities recommend by the plan.
- 42
43 2. Establish the goals and objectives of a Town marketing program for the Town.
- 44
45 3. Establish a process for the Committee and the public to provide input and
46 recommendations to the Town Council concerning the Town's marketing plan.

1
2 4. Advise the Town Council on all matters related to the implementation of the Town's
3 marketing plan.

4
5 5. Perform such other and further duties and responsibilities with respect to the Town's
6 marketing plan as may, from time to time, be delegated by the Town Council, or
7 which are provided for by Town ordinance.

8
9 B. Nothing in this Chapter shall limit the final authority of the Town Council to
10 determine how to implement and operate the Town's marketing plan, or to spend
11 Town tax revenues.

12
13 **2-4-6: OPERATION:** The Committee shall elect a chair and a vice-chair from its
14 members, together with such other officers as the Committee shall deem appropriate,
15 and shall fix the term of such offices. The Committee shall keep an electronic record
16 of its meetings and shall further keep written minutes thereof as required by the
17 Colorado Open Meetings law. Four (4) members of the Committee shall constitute a
18 quorum for the transaction of business.

19
20 **2-4-7: MEETINGS:** The Committee shall meet at Town Hall, or such other location
21 within the Town as the Committee shall determine. The Committee shall meet on
22 such dates as the Committee may determine. All meetings of the Committee shall
23 be subject to the same open meeting laws and requirements as are applicable to the
24 meetings of the Town Council.

25
26 **2-4-8: RULES AND REGULATIONS:** The Committee shall adopt rules and regulations
27 governing its operation; provided, however, that no such rule or regulation, or any
28 amendment thereto, shall become effective until such rule, regulation or amendment
29 has been approved by the Town Council.

30
31 **2-4-9: APPLICABILITY OF CODE OF ETHICS:** The provisions of the Breckenridge Town
32 Code of Ethics (Chapter 16 of Title 1 of this Code) shall apply to all members of the
33 Committee.

34
35 Section 2. Except as specifically amended hereby, the Breckenridge Town Code, and the
36 various secondary codes adopted by reference therein, shall continue in full force and effect.

37 Section 3. The Town Council hereby finds, determines and declares that it has the power to
38 adopt this ordinance pursuant to the authority granted to home rule municipalities by Article XX of
39 the Colorado Constitution and the powers contained in the Breckenridge Town Charter.

40 Section 4. This ordinance shall be published and become effective as provided by Section
41 5.9 of the Breckenridge Town Charter.

42 INTRODUCED, READ ON FIRST READING, APPROVED AND ORDERED
43 PUBLISHED IN FULL this ____ day of _____, 2010. A Public Hearing shall be held at
44 the regular meeting of the Town Council of the Town of Breckenridge, Colorado on the ____ day of

1 _____, 2010, at 7:30 P.M. or as soon thereafter as possible in the Municipal Building of the
2 Town.

3
4 TOWN OF BRECKENRIDGE, a Colorado
5 municipal corporation
6

7
8
9 By _____
10 John G. Warner, Mayor

11
12 ATTEST:
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16 _____
17 Mary Jean Loufek, CMC,
18 Town Clerk
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1 WHEREAS, the purpose of the Marketing Fund is to market, advertise and promote the
2 Town and its environs as a year round resort, as well to market, advertise and promote activities
3 and events which are beneficial to the economic vitality of the community; and
4

5 WHEREAS, the funds from the Town’s Sales Tax Ordinance, Public Accommodation Tax
6 Ordinance, and BOLT Ordinance described in the first three “Whereas” clauses of this ordinance
7 have been and are now being paid into the Marketing Fund and used for their designated purpose;
8 and
9

10 WHEREAS, at the general election to be held November 2, 2010 there will submitted to the
11 registered electors of the Town a proposal to increase by one percent (1%) the tax rate of the Town
12 of Breckenridge Public Accommodation Tax (“Accommodation Tax”); and
13

14 WHEREAS, if the increase in the tax rate of the Accommodation Tax is approved the
15 Accommodation Tax revenues collected by the Town as a result of the approved tax rate increase
16 must be paid into a special fund and used only to market, advertise and promote the Town and its
17 environs as a year round resort, and to market, advertise and promote activities and events that
18 the Town Council determines are beneficial to the economic vitality of the community; and
19

20 WHEREAS, if the increase in the tax rate of the Accommodation Tax is approved
21 Section 3-8-1 of the Breckenridge Town Code will be adopted and will provide that the
22 Marketing Fund will consist of the funds described in the first three “Whereas” clauses of this
23 ordinance and those additional Accommodation Tax revenues collected by the Town as a result
24 of the tax rate increase approved by the electors on November 2, 2010, together with “such
25 additional funds, if any, that may be designated from time to time by the Town Council for
26 inclusion in the Marketing Fund”; and
27

28 WHEREAS, the Town Council finds and determines that it appropriate at this time for it
29 to designate those additional Town funds that will be included in the Marketing Fund if the
30 increase in the tax rate of the Accommodation Tax is approved by the electors of the Town at the
31 special Town election on November 2, 2010.
32

33 NOW, THEREFORE, BE IT ORDAINED BY THE TOWN COUNCIL OF THE TOWN OF
34 BRECKENRIDGE, COLORADO:
35

36 Section 1. If the electors of the Town approve the ballot question on November 2, 2010
37 increasing by one percent (1%) the tax rate of the Town of Breckenridge Public Accommodation
38 Tax the following additional Town funds shall be included in the Town of Breckenridge
39 Marketing Fund pursuant to Section 3-8-1 of the Breckenridge Town Code:

- 40 1. All revenues collected by the Town as a result of the elimination of the Town’s
41 sales tax vendor’s fee as provided for in Ordinance No. 26, Series 1992;
42
- 43 2. All revenues collected by the Town as a result of the implementation and
44 collection of the additional four tenths of a percent (.4%) Accommodation Tax as
45 provided for in Ordinance No. 27, Series 1992;
46

- 1 3. All revenues collected by the Town as a result of the Town of Breckenridge
2 Business and Occupational License and Tax Ordinance”; and
3
4 4. All revenues collected by the Town from the one percent (1%) increase in the tax
5 rate of the Town’s Accommodation Tax approved by the electors on November 2,
6 2010; and
7
8 5. An amount equal to the revenues collected by the Town from a tax rate of one
9 half percent (.5%) of the Town’s current Public Accommodation Tax.

10
11 Section 2. The amount to be included in the Marketing Fund that that is equal to the
12 revenues collected by the Town from a tax rate of one half percent (.5%) of the Town’s current
13 Public Accommodation Tax as described in item (5) of Section 1 of this ordinance shall sunset
14 and expire on December 31, 2016 unless extended by ordinance duly adopted by the Town
15 Council.

16 Section 3. This ordinance shall not become effective unless the electors of the Town
17 approve the ballot question authorizing an increase of one percent (1%) in the tax rate of the Town
18 of Breckenridge Public Accommodation Tax at the special Town election to be held on November
19 2, 2010. If the electors shall not approve such tax increase, this ordinance shall be null, void and of
20 no effect.

21 Section 4. This ordinance shall be not repealable by the Town Council until on or after
22 December 31, 2016; provided, however, that prior to December 31, 2016 the Town Council may
23 by ordinance amend any portion of this ordinance that does not change the total amount of funds
24 to be deposited into the Town’s Marketing Fund.

25 Section 5. The Town Council hereby finds, determines and declares that it has the power
26 to adopt this ordinance pursuant to the authority granted to home rule municipalities by Article
27 XX of the Colorado Constitution and the powers contained in the Breckenridge Town Charter.

28 Section 6. This ordinance shall be published and become effective as provided by
29 Section 5.9 of the Breckenridge Town Charter.

30 INTRODUCED, READ ON FIRST READING, APPROVED AND ORDERED
31 PUBLISHED IN FULL this ____ day of _____, 2010. A Public Hearing shall be held at the
32 regular meeting of the Town Council of the Town of Breckenridge, Colorado on the ___ day of
33 _____, 2010, at 7:30 P.M., or as soon thereafter as possible in the Municipal Building of the
34 Town.

35
36 TOWN OF BRECKENRIDGE, a Colorado
37 municipal corporation
38

39
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41 By _____
42 John G. Warner, Mayor

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ATTEST:

Mary Jean Loufek, CMC,
Town Clerk

1 *FOR WORKSESSION/FIRST READING – AUG. 10*

2
3 Additions To The Current Breckenridge Town Code Are
4 Indicated By **Bold + Dbf Underline**; Deletions By ~~Strikeout~~

5
6 COUNCIL BILL NO. 24

7
8 Series 2010

9
10 AN ORDINANCE SUBMITTING TO THE REGISTERED ELECTORS OF THE TOWN OF
11 BRECKENRIDGE AT THE GENERAL ELECTION TO BE HELD ON NOVEMBER 2, 2010
12 THE QUESTION OF WHETHER, COMMENCING JANUARY 1, 2011, THE ‘TOWN OF
13 BRECKENRIDGE PUBLIC ACCOMMODATION TAX’ TAX RATE SHOULD BE
14 INCREASED FROM 2.4% TO 3.4% ON THE PRICE PAID FOR THE LEASING OR
15 RENTAL OF ANY HOTEL ROOM, MOTEL ROOM OR OTHER ACCOMMODATION
16 LOCATED IN THE TOWN AS A TAX RATE INCREASE TAX PURSUANT TO ARTICLE
17 X, SECTION 20 OF THE COLORADO CONSTITUTION; REQUIRING ALL OF THE
18 INCREASED PUBLIC ACCOMMODATION TAX REVENUES COLLECTED BY THE
19 TOWN AS A RESULT OF THE TAX RATE INCREASE TO BE PAID INTO A SPECIAL
20 FUND OF THE TOWN AND USED ONLY TO MARKET AND ADVERTISE THE TOWN;
21 SETTING FORTH THE BALLOT TITLE; AND PROVIDING FOR THE CONDUCT OF THE
22 ELECTION
23

24 WHEREAS, the Town of Breckenridge (“Town”) is a home rule municipal corporation
25 organized and existing under Article XX of the Colorado Constitution; and
26

27 WHEREAS, the electors of the Town adopted the Town Charter on April 1, 1980; and
28

29 WHEREAS, Section 12.1 of the Breckenridge Town Charter provides that the Town
30 Council of the Town (“Town Council”) may, by ordinance, levy and collect excise taxes for
31 municipal purposes, including, but not limited to, a “bed tax”; and
32

33 WHEREAS, on April 3, 1984 the electors of the Town approved and authorized the
34 imposition of the Town of Breckenridge Public Accommodation Tax (“Accommodation Tax”) in
35 an amount not exceed two and four tenths percent (2.4%) of the price paid for the leasing or
36 rental of any hotel room, motel room or other accommodation located in the Town; and
37

38 WHEREAS, Chapter 4 of Title 3 of the Breckenridge Town Code imposes a municipal
39 excise tax equal to 2.4% of the price paid for the leasing and rental of any hotel room, motel
40 room or other accommodation located in the Town; and
41

42 WHEREAS, Section 31-11-111(2), C.R.S., authorizes the Town Council to refer
43 questions to the vote of the registered electors of the Town; and
44

1 WHEREAS, Article X, §20 of the Colorado Constitution requires prior voter approval of
2 a tax rate increase; and

3
4 WHEREAS, Article X, §20 of the Colorado Constitution further provides that a ballot
5 issue such as that set forth in Section 3 of this ordinance may be decided in conjunction with a
6 state general election; and

7
8 WHEREAS, the next state general election will be held on November 2, 2010; and

9
10 WHEREAS, the Town Council finds and determines that there should be submitted to the
11 registered electors of the Town at a special Town election to be held on November 2, 2010 in
12 conjunction with the state general election, as a referred measure, the question of whether
13 Town's Accommodation Tax tax rate should be increased from 2.4% to 3.4% of the price paid
14 for the leasing or rental of any hotel room, motel room or other accommodation located in the
15 Town, with the increased Accommodation Tax revenues collected by the Town from the tax rate
16 increase to be paid into a special fund and used only to market, advertise and promote the Town
17 and its environs as a year round resort, and to market, advertise and promote activities and events
18 which the Town Council determines are beneficial to the economic vitality of the community;
19 and

20
21 WHEREAS, Section 31-11-111(2), C.R.S., provides that the Town Council or its
22 designee shall fix a ballot title for the referred measure set forth in Section 3 of this ordinance;
23 and

24
25 WHEREAS, the Town Council has determined that it should fix the ballot title for the
26 referred measure set forth in Section 3 of this ordinance.

27
28 NOW, THEREFORE, BE IT ORDAINED BY THE TOWN COUNCIL OF THE TOWN OF
29 BRECKENRIDGE, COLORADO:

30
31 Section 1. Section 3-4-3 of the Breckenridge Town Code is amended so as to read in its
32 entirety as follows:

33 3-4-3: IMPOSITION OF TAX: On and after ~~November 1, 1992~~ January 1,
34 2011, there is levied and shall be paid and collected an excise tax of ~~two and four~~
35 ~~tenths percent (2.4%)~~ three and four tenths percent (3.4%) on the price paid for
36 the leasing or rental of any hotel room, motel room, or other accommodation
37 located in the Town.

38
39 Section 2. The Breckenridge Town Code is amended by the addition of a new Chapter 8
40 of Title 3, to be entitled "Marketing Fund", which shall read in its entirety as follows:

41 **CHAPTER 8**

42
43 **MARKETING FUND**

44
45 **SECTION:**

1
2
3
4
5
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7

3-8-1: Definitions

3-8-2: Marketing Fund

3-8-1: DEFINITIONS: As used in this Chapter the following words shall have the following meanings:

DESIGNATED REVENUES:

1. All revenues collected by the Town as a result of the elimination of the Town’s sales tax vendor’s fee as provided for in Ordinance No. 26, Series 1992;

2. All revenues collected by the Town as a result of the implementation and collection of the additional four tenths of a percent (.4%) Accommodation Tax as provided for in Ordinance No. 27, Series 1992;

3. All revenues collected by the Town as a result of the Town of Breckenridge “Business and Occupational License and Tax Ordinance”; and

4. All revenues collected by the Town from the one percent (1%) increase in the tax rate of the Town’s Accommodation Tax approved by the electors on November 2, 2010.

together with such additional funds, if any, that may be designated from time to time by the Town Council for inclusion in the marketing fund.

MARKETING FUND:

The Town of Breckenridge Marketing Fund described in Section 3-8-2.

MARKETING PLAN:

A plan adopted from time to time by the Town Council for the marketing, advertising and promotion of the Town and its environs as a year round resort, as well for the marketing, advertising and promotion of activities and events which are beneficial to the economic vitality of the community. The marketing plan may include public relations activities, promotional activities, direct

**advertising, and financial support for
certain events and activities recommend by
the plan.**

1 3-8-2: MARKETING FUND: On and after January 1, 2011, immediately
2 upon receipt or collection thereof by the Town the designated funds shall be
3 credited to the Marketing Fund that was previously established by the Town.
4 The monies in the Marketing Fund shall be expended by the Town Council
5 only to implement the Marketing Plan. The amounts expended from the
6 Marketing Fund shall be determined from time to time by the Town Council.
7

8 Section 3. In conjunction with the state general election to be held on Tuesday,
9 November 2, 2010 a special town election shall be held. At such election there shall be submitted
10 to the vote of the registered electors of the Town, as a referred measure under Article X,
11 Section 20 of the Colorado Constitution and Section 31-11-111(2), C.R.S., the ballot issue
12 hereinafter set forth. At the said election, the official ballot, including early voters' ballots, shall
13 state the substance of the ballot issue to be voted upon and, as so stated, shall constitute the ballot
14 title, designation, and submission clause, and each registered elector voting at the election may
15 indicate his or her choice on the ballot issue submitted, which shall be in the following form:

16 QUESTION ____ [Number/letter to be inserted by County Clerk]
17

18 SHALL TOWN OF BRECKENRIDGE TAXES BE INCREASED
19 \$_____ ANNUALLY COMMENCING JANUARY 1, 2011, AND
20 THEREAFTER BY WHATEVER AMOUNT IS ACTUALLY COLLECTED,
21 BY INCREASING THE "TOWN OF BRECKENRIDGE PUBLIC
22 ACCOMMODATION TAX" TAX RATE FROM 2.4% TO 3.4% ON THE
23 PRICE PAID FOR THE LEASING OR RENTAL OF ANY HOTEL ROOM,
24 MOTEL ROOM OR OTHER ACCOMMODATION LOCATED IN THE TOWN
25 AS A TAX RATE INCREASE APPROVED PURSUANT TO ARTICLE X,
26 SECTION 20 OF THE COLORADO CONSTITUTION AND OTHER
27 APPLICABLE LAW, AND SHALL ALL OF THE PUBLIC
28 ACCOMMODATION TAX REVENUES COLLECTED BY THE TOWN AS A
29 RESULT OF THE APPROVED TAX RATE INCREASE BE PAID INTO A
30 SPECIAL FUND AND USED ONLY TO MARKET AND ADVERTISE THE
31 TOWN?
32

33
34 YES _____ NO _____
35

36 Section 4. In connection with the fixing of the ballot title for the referred measure as set
37 forth in Section 3 of this ordinance, the Town Council of the Town of Breckenridge finds and
38 determines as follows:

39 A. The Town Council has considered the public confusion that might be caused by
40 misleading ballot titles.
41

1 B. The general understanding of the effect of a “yes” or “no” vote on the referred
2 measure set forth in Section 3 of this ordinance will be clear to the electors.
3

4 C. The ballot title for the referred measure set forth in Section 3 of this ordinance will
5 not conflict with those titles selected for any other measure that will appear on the municipal
6 ballot at the November 2, 2010 special Town election; and
7

8 D. The ballot title for the referred measure set forth in Section 3 of this ordinance
9 correctly and fairly expresses the true intent and meaning of the measure.
10

11 Section 5. If a majority of all the votes cast at the election shall be for the ballot issue set
12 forth in Section 3 of this ordinance ("ballot issue"), the amendments to the Breckenridge Town
13 Code set forth in full in Section 1 and Section 2 of this ordinance shall be deemed to be adopted
14 and shall become effective January 1, 2011, and the Town of Breckenridge shall be authorized to
15 collect, retain, and expend the full amount of the Accommodation Tax revenues collected by the
16 Town as a result of the tax rate increase approved by the ballot issue separate and apart from any
17 other expenditures of the Town which may be limited pursuant to Article X, §20 of the Colorado
18 Constitution, or any other state restriction on the Town's fiscal year spending, and the increased
19 tax revenues authorized for collection, retention and expenditure by the passage of the ballot
20 question shall not be counted in any such spending limitation. If a majority of all the votes cast at
21 the election shall be against the ballot issue the amendments to the Breckenridge Town Code set
22 forth in full in Section 1 and Section 2 of this ordinance shall be deemed to have been defeated,
23 and such amendments to the Breckenridge Town Code shall not become effective.

24 Section 6. The special Town election on November 2, 2010 to consider the ballot
25 question shall be conducted as a coordinated election with Summit County. The Summit County
26 Clerk and Recorder shall conduct the special Town election on behalf of the Town. Pursuant to
27 Section 1-12-6 of the Breckenridge Town Code, the election shall be conducted under the
28 Uniform Election Code of 1992. The cost of the election with respect to the ballot issue shall be
29 paid from the general fund of the Town.

30 Section 7. The officers of the Town are authorized and directed to take all action
31 necessary or appropriate to effectuate the provisions of this ordinance. All action previously
32 taken by the officers of the Town with respect to the ballot question set forth in this ordinance is
33 ratified, confirmed and approved.

34 Section 8. The Town Clerk, or the coordinated election official if so provided by
35 intergovernmental agreement, shall give or cause to be given the notice of election required by
36 Section 1-5-205, C.R.S. Additionally, the Town Clerk shall cause the notice required by
37 §20(3)(b) of Article X of the Colorado Constitution to be prepared and delivered in accordance
38 with the requirements of applicable law.

39 Section 9. The Town Clerk shall serve as the designated election official of the Town the
40 purposes of performing acts required or permitted by law in connection with the election on the
41 ballot issue, and shall take such action as may be required to comply with all applicable laws
42 pertaining to the conduct of the election.

MEMO

TO: Town Council

FROM: Town Attorney

RE: Ordinance Amending Town's Marijuana-Related Municipal Offenses

DATE: August 4, 2010 (for August 10th meeting)

The Colorado legislature recently amended the state's marijuana-related crimes. The state legislature liberalized somewhat the more minor marijuana-related offenses, while toughening some of the more serious marijuana violations.

As a result of the new state law, it is my recommendation that the Town's marijuana-related municipal ordinances (that are municipal counterparts to the state criminal statutes) be amended so that they track the language of the new state law.

Enclosed is a proposed ordinance to do this. This ordinance preserves last year's voter-initiated changes to the Town's marijuana laws, while conforming the Town's laws to the new state law. The key points of the new ordinance are as follows:

1. The municipal offense of simple possession of marijuana has been amended so that it now applies to possession of two ounces or less. Before, it applied only to possession of not more than one ounce of marijuana. This offense is still an "infraction", and is punishable only by a fine of up to \$100. The change to this law reflects a legislative determination as evidenced throughout the new state law that possession of not more than two ounces of marijuana is now to be treated as a minor offense.
2. Any person who possesses more than two ounces but not more than twelve ounces of marijuana, or three ounces or less of marijuana concentrate, commits a misdemeanor municipal offense. This offense is punishable by the standard Town penalty of a fine of up to \$999, imprisonment in the county jail for a term not to exceed 1 day less than a year, or by both fine and imprisonment.
3. The "public display" municipal offense now applies to two ounces or less of marijuana or three ounces or less of marijuana concentrate. The minimum penalty for this offense remains a fine of not less than \$100; the maximum penalty is a fine of not more than \$100 and by up to 15 days in the county jail.
4. Transferring or dispensing two ounces or less of marijuana for no consideration is now clearly treated as an infraction punishable only by a fine of up to \$100, and is not to be treated as the more serious offense of dispensing or selling marijuana.

5. Except when done pursuant to Amendment 20 or pursuant to a license issued by the new Colorado Medical Marijuana Code (HB 1284), it is now unlawful and a misdemeanor municipal offense for a person to knowingly cultivate, grow or produce six or few marijuana plants or to knowingly allow six or few marijuana plants to be cultivated, grown or produced on land that the person owns, occupies or controls. This offense is punishable by the standard Town penalty of a fine of up to \$999, imprisonment in the county jail for a term not to exceed 1 day less than a year, or by both fine and imprisonment.

The legislature also amended a number of other marijuana-related state laws, but those deal with crimes that are classified as felonies under state law. By law, the Town's municipal ordinances cannot deal with crimes that are classified as felonies.

I will be happy to discuss this ordinance with you on Tuesday.

1 *FOR WORKSESSION/FIRST READING – AUG. 10*

2
3 Additions To The Current Breckenridge Town Code Are
4 Indicated By **Bold + Dbf Underline**; Deletions By ~~Strikeout~~

5
6 COUNCIL BILL NO. 25

7
8 Series 2010

9
10 AN ORDINANCE AMENDING THE BRECKENRIDGE TOWN CODE CONCERNING
11 MARIJUANA-RELATED MUNICIPAL OFFENSES

12
13 WHEREAS, HB10-1352 was recently enacted by the Colorado legislature and signed
14 into law by the Governor; and

15
16 WHEREAS, among other changes HB10-1352 amends the state law offenses relating to
17 marijuana and marijuana concentrate; and

18
19 WHEREAS, the Town Council finds and determines that the Town’s marijuana- related
20 ordinances should be amended as hereafter set forth.

21
22 NOW, THEREFORE, BE IT ORDAINED BY THE TOWN COUNCIL OF THE TOWN OF
23 BRECKENRIDGE, COLORADO:

24
25 Section 1. Section 6-3H-1 of the Breckenridge Town Code is hereby amended so as to
26 read in its entirety as follows:

27 6-3H-1 OFFENSES RELATED TO ~~CANNABIS MARIJUANA AND MARIJUANA~~
28 CONCENTRATE;

- 29
30 A. Any person ~~under twenty one (21) years of age~~ who possesses ~~not more than one ounce~~
31 **two ounces or less** of ~~cannabis or cannabis concentrate or derivative~~ **marijuana** is guilty
32 ~~of the offense of possession of cannabis~~ **commits an infraction; provided, however,**
33 **that this section shall not apply if the person is twenty one (21) years of age or older**
34 **and possesses one ounce or less of marijuana**. The penalty for violation of this section
35 A shall be by fine only. Fine shall be a maximum of one hundred dollars (\$100.00) for
36 each offense.
- 37
38 B. Any person who possesses more than two ounces of marijuana but no more than
39 twelve ounces of marijuana, or three ounces or less of marijuana concentrate,
40 commits a misdemeanor municipal offense. Any person convicted on having violated
41 this section B shall be punished as provided in Chapter 4 of Title 1 of this Code.
- 42
43 C. Any person who openly and publicly displays, consumes, or uses ~~not more than one~~
44 ~~ounce~~ **two ounces or less** of ~~cannabis~~ **marijuana or three ounces or less of marijuana**
45 **concentrate** commits a misdemeanor municipal offense. A person “openly and publicly

1 displays, consumes, or uses” ~~cannabis~~marijuana or marijuana concentrate if he or she
2 exhibits, burns, smokes, or otherwise ingests ~~cannabis~~marijuana or marijuana
3 concentrate in any of the following places: (i) any land or area owned or controlled by
4 the Town, such as public ways, streets, sidewalks, alleys, parking lots, playgrounds, (ii)
5 schools and school grounds, (iii) other public buildings owned and operated by any
6 governmental entity; (iv) places of business generally open to the general public, (v) the
7 common areas of buildings usually open to the general public, (vi) the hallways, lobbies,
8 balconies, decks, and other portions of residential structures not constituting rooms
9 designed for actual residence if visible from a public street, sidewalk or alley by a person
10 of normal visual acuity, and (vii) any other place open to public view by a person of
11 normal visual acuity. Any person convicted of having violated this Section ~~BC~~ shall be
12 punished, at a minimum, by a fine of not less than one hundred dollars (\$100.00) or, at a
13 maximum, by a fine of not more than one hundred dollars (\$100.00) and by fifteen days
14 in the county jail.

15
16 D. Transferring or dispensing ~~not more than one ounce~~ two ounces or less of marijuana
17 from one person to another for no consideration ~~shall be deemed to be possession~~ is an
18 infraction, and shall not be deemed dispensing or sale thereof. The penalty for
19 violation of this section D shall be by fine only. The fine shall be a maximum of one
20 hundred dollars (\$100.00) for each offense.

21
22 E. Except for a person who lawfully cultivates medical marijuana pursuant to the
23 authority granted in Section 14 of Article XVIII of the State Constitution, or
24 pursuant to a license issued in accordance with the Colorado Medical Marijuana
25 Code (Article 43.3 of Title 12, C.R.S.), it is unlawful and a misdemeanor municipal
26 offense for a person to knowingly cultivate, grow, or produce six or fewer marijuana
27 plants or to knowingly allow six or fewer marijuana plants to be cultivated, grown,
28 or produced on land that the person owns, occupies or controls. Any person
29 convicted on having violated this section C shall be punished as provided in Chapter
30 4 of Title 1 of this Code.

31
32 Section 2. Section 6-3-5 of the Breckenridge Town Code is amended by the addition of
33 the following two definitions:

MARIJUANA:

All parts of the plant cannabis sativa L.,
whether growing or not, the seeds
thereof, the resin extracted from any
part of the plant, and every compound,
manufacture, salt, derivative, mixture,
or preparation of the plant, its seeds, or
its resin. It does not include fiber
produced from the stalks, oil or cake
made from the seeds of the plant, or
sterilized seed of the plant which is
incapable of germination if these items
exist apart from any other item defined

as marijuana in this definition.
Marijuana does not include marihuana
marijuana concentrate defined in this
section.

MARIJUANA CONCENTRATE: Hashish, tetrahydrocannabinols, or any
alkaloid, salt, derivative, preparation,
compound, or mixture, whether natural
or synthesized, of tetrahydro-
cannabinols.

1
2 Section 3. The definitions of “Cannabis” and “Cannabis Concentrate” set forth in
3 Section 6-3-5 of the Breckenridge Town Code are deleted.

4 Section 4. Section 6-3H-6 of the Breckenridge Town Code is amended to read in its
5 entirety as follows:

6 **6-3H-6: POSSESSION OF DRUG PARAPHERNALIA:**

7
8 A. As used in this section, unless the context otherwise requires:

9
10 1. "Drug paraphernalia" means all equipment, products, and materials of any kind
11 which are used, intended for use, or designed for use in planting, propagating,
12 cultivating, growing, harvesting, manufacturing, compounding, converting,
13 producing, processing, preparing, testing, analyzing, packaging, repackaging,
14 storing, containing, concealing, injecting, ingesting, inhaling, or otherwise
15 introducing into the human body a controlled substance in violation of the laws of
16 the state of Colorado. "Drug paraphernalia" includes, but is not limited to:

17
18 a. Testing equipment used, intended for use, or designed for use in identifying or
19 in analyzing the strength, effectiveness, or purity of controlled substances under
20 circumstances in violation of the laws of the state of Colorado;

21
22 b. Scales and balances used, intended for use, or designed for use in weighing or
23 measuring controlled substances;

24
25 c. Separation gins and sifters used, intended for use, or designed for use in
26 removing twigs and seeds from or in otherwise cleaning or refining
27 ~~marihuana~~marijuana;

28
29 d. Blenders, bowls, containers, spoons, and mixing devices used, intended for
30 use, or designed for use in compounding controlled substances;

31
32 e. Capsules, balloons, envelopes, and other containers used, intended for use, or
33 designed for use in packaging small quantities of controlled substances;

34

1 f. Containers and other objects used, intended for use, or designed for use in
2 storing or concealing controlled substances; or

3
4 g. Objects used, intended for use, or designed for use in ingesting, inhaling, or
5 otherwise introducing ~~marihuana~~marijuana, cocaine, hashish, or hashish oil into
6 the human body, such as:

- 7
8 I. Metal, wooden, acrylic, glass, stone, plastic, or ceramic pipes with or
9 without screens, permanent screens, hashish heads, or punctured metal
10 bowls;
11 II. Water pipes;
12 III. Carburetion tubes and devices;
13 IV. Smoking and carburetion masks;
14 V. Roach clips, meaning objects used to hold burning material, such as a
15 ~~marihuana~~marijuana cigarette that has become too small or too short to
16 be held in the hand;
17 VI. Miniature cocaine spoons and cocaine vials;
18 VII. Chamber pipes;
19 VII. Carburetor pipes;
20 IX. Electric pipes;
21 X. Air-driven pipes;
22 XI. Chillums;
23 XII. Bongs; or
24 XIII. Ice pipes or chillers.

25
26 B. In determining whether an object is drug paraphernalia, a court, in its
27 discretion, may consider, in addition to all other relevant factors, the following:

- 28
29 1. Statements by an owner or by anyone in control of the object concerning its
30 use;
31
32 2. The proximity of the object to controlled substances;
33
34 3. The existence of any residue of controlled substances on the object;
35
36 4. Direct or circumstantial evidence of the knowledge of an owner, or of anyone
37 in control of the object, or evidence that such person reasonably should know, that
38 it will be delivered to persons who he knows or reasonably should know, could
39 use the object to facilitate a violation of Paragraph D of this section;
40
41 5. Instructions, oral or written, provided with the object concerning its use;
42
43 6. Descriptive materials accompanying the object which explain or depict its use;
44
45 7. National or local advertising concerning its use;
46

- 1 8. The manner in which the object is displayed for sale;
2
3 9. Whether the owner, or anyone in control of the object, is a supplier of like or
4 related items to the community for legal purposes, such as an authorized
5 distributor or dealer of tobacco products;
6
7 10. The existence and scope of legal uses for the object in the community; and
8
9 11. Expert testimony concerning its use.

10
11 C. In the event a case brought pursuant to this section is tried before a jury, the
12 court shall hold an evidentiary hearing on issues raised pursuant to Paragraph B of
13 this section. Such hearing shall be conducted in camera.
14

15 D. A person commits possession of drug paraphernalia if he possesses drug
16 paraphernalia and knows or reasonably should know that the drug paraphernalia
17 could be used under circumstances in violation of the laws of the Town or the
18 state of Colorado, unless the person is twenty-one (21) years of age or older and
19 the drug paraphernalia is reasonably associated with marijuana.
20

21 E. A violation of this Paragraph D is an infraction. Any person convicted of
22 having violated Paragraph D of this section. The penalty for such infraction
23 and shall be punished by a fine of not more than one hundred dollars (\$100.00)
24 for each offense.
25

26 Section 5. Except as specifically amended hereby, the Breckenridge Town Code, and the
27 various secondary codes adopted by reference therein, shall continue in full force and effect.

28 Section 6. The Town Council hereby finds, determines and declares that this ordinance is
29 necessary and proper to provide for the safety, preserve the health, promote the prosperity, and
30 improve the order, comfort and convenience of the Town of Breckenridge and the inhabitants
31 thereof.

32 Section 7. The Town Council hereby finds, determines and declares that it has the power
33 to adopt this ordinance pursuant to the authority granted to home rule municipalities by Article
34 XX of the Colorado Constitution and the powers contained in the Breckenridge Town Charter.

35 Section 8. This ordinance shall be published and shall become effective as provided by
36 Section 5.9 of the Breckenridge Town Charter.

37 INTRODUCED, READ ON FIRST READING, APPROVED AND ORDERED
38 PUBLISHED IN FULL this ____ day of _____, 2010. A Public Hearing shall be held at the
39 regular meeting of the Town Council of the Town of Breckenridge, Colorado on the ____ day of
40 _____, 2010, at 7:30 P.M., or as soon thereafter as possible in the Municipal Building of the
41 Town.
42

TOWN OF BRECKENRIDGE, a Colorado
municipal corporation

By _____
John G. Warner, Mayor

ATTEST:

Mary Jean Loufek, CMC,
Town Clerk

MEMO

TO: Town Council

FROM: Town Attorney

RE: Ordinance Adopting/Amending 2010 Model Traffic Code

DATE: August 3, 2010 (for August 10th meeting)

Every few years the Colorado Department of Transportation publishes a new “Model Traffic Code” for use by Colorado municipalities and counties. The MTC compiles the state traffic laws into a bound pamphlet that can easily be adopted “by reference” by a municipality, and then enforced in the municipal court. This allows the fines that are collected to be retained by the municipality.

The MTC must be updated periodically because the Colorado legislature changes the state’s traffic laws almost every session, and the local traffic laws need to be amended to reflect changes in the state law.

Enclosed is an ordinance that adopts the 2010 edition of the Model Traffic Code. The ordinance contains all of the new and revised traffic laws through the last session of the Colorado legislature.

The proposed ordinance also makes a series of local amendments to the published MTC book. Many of these changes relate to the process of administering the Town’s traffic laws (for some reason CDOT completely left out the “procedures” section of the new Code book). In addition, the proposed ordinance carries forward those changes to the 2003 Model Traffic Code that were previously approved by the Council.

By law, the Town’s traffic ordinances cannot be applied to streets and highways that are part of the State Highway System (i.e., Highway 9) until the local ordinance has been reviewed and approved by CDOT. This is to assure that the local traffic laws are consistent with the state traffic laws. The enclosed ordinance has been reviewed and preliminarily approved by CDOT. Following its adoption, final approval will be obtained so that the new MTC can be legally enforced on Highway 9.

I will be happy to discuss this ordinance with you on Tuesday.

1 *FOR WORKSESSION/FIRST READING – AUG. 10*

2
3 COUNCIL BILL NO. 26

4
5 Series 2010

6
7 AN ORDINANCE REPEALING AND READOPTING WITH CHANGES
8 CHAPTER 1 OF TITLE 7 OF THE BRECKENRIDGE TOWN CODE;
9 ADOPTING BY REFERENCE THE MODEL TRAFFIC CODE FOR
10 COLORADO, 2010 EDITION, PUBLISHED BY THE COLORADO
11 DEPARTMENT OF TRANSPORTATION; MAKING CERTAIN
12 AMENDMENTS TO THE MODEL TRAFFIC CODE FOR COLORADO, 2010
13 EDITION; AND PROVIDING PENALTIES FOR THE VIOLATION OF THE
14 MODEL TRAFFIC CODE FOR COLORADO, 2010 EDITION
15

16 WHEREAS, Section 5.13 of the Breckenridge Town Charter authorizes the Town
17 Council to adopt published codes by reference, and sets forth the procedures to be followed in
18 connection therewith; and
19

20 WHEREAS, the current Town of Breckenridge Traffic Code is based on the 2003
21 edition of the Model Traffic Code For Colorado, published by the Colorado Department of
22 Transportation; and
23

24 WHEREAS, the 2010 edition of the Model Traffic Code For Colorado, published by the
25 Colorado Department of Transportation, is now available; and
26

27 WHEREAS, the Town Council of the Town of Breckenridge finds and determines that
28 the 2010 edition of the Model Traffic Code For Colorado, with those additions, modifications
29 and deletions hereinafter set forth, should be adopted as the traffic code for the Town.
30

31 NOW, THEREFORE, BE IT ORDAINED BY THE TOWN COUNCIL OF THE TOWN OF
32 BRECKENRIDGE, COLORADO:
33

34 Section 1. Chapter 1 of Title 7 of the Breckenridge Town Code, entitled "Traffic Code",
35 is hereby repealed and readopted with changes so as to read in its entirety as follows:
36

37 CHAPTER 1

38 TRAFFIC CODE

39 SECTION:

- 40
41
42
43 7-1-1: Adoption of Code
44 7-1-2: Additions or Modifications
45 7-1-3: Deletions

- 1 7-1-4: Application
- 2 7-1-5: Copy of Code on File
- 3 7-1-6: Penalties

4
5 **7-1-1: Adoption of Code:** Parts 1-17, inclusive; Part 19; and Appendix I (Definitions)
6 of the Model Traffic Code For Colorado, 2010 edition, published by the Colorado Department of
7 Transportation of the State of Colorado, 4201 East Arkansas Avenue, Denver, Colorado 80222,
8 is hereby adopted as the traffic code of the Town of Breckenridge. The subject matter of the
9 Model Traffic Code For Colorado, 2010 edition, includes comprehensive traffic control
10 regulations for the Town. The purpose of this Chapter, and the Code adopted by reference herein,
11 is to provide for the Town a system of traffic regulations consistent with state law and generally
12 conforming to similar regulations throughout the state and the nation.

13
14 **7-1-2: Additions or Modifications:** The Model Traffic Code For Colorado, 2010
15 edition (the “adopted code”), is adopted as if set out at length, save and except the following
16 additions and modifications:

17
18 A. Section 101 of the adopted code is amended so as to read in its entirety as follows:

19
20 **101. Interpretation; References to C.R.S.**

21
22 1. The general purpose of this Chapter is to establish local traffic regulations for
23 the Town of Breckenridge that conform with the State’s uniform system for the
24 regulation of vehicles and traffic. This Chapter shall be interpreted and construed
25 as to effectuate such purpose.

26
27 2. The published Model Traffic Code For Colorado, 2010 edition, is written to
28 apply to both municipalities and counties, and in some instances, to the State of
29 Colorado as well. In adopting the Model Traffic Code For Colorado, 2010 edition,
30 the Town Council is aware that certain provisions of the Code cannot, by their
31 very nature, or do not by their wording apply to the Town. Any provision of the
32 Code that cannot or does not apply to the Town of Breckenridge shall be ignored
33 and no attempt shall be made to enforce such provision within the Town.

34
35 3. The provisions of Article 4 of Title 2, C.R.S., may be used to interpret the
36 provisions of this Code.

37
38 4. Any reference in this Code to any particular Title, Article and Section of the
39 Colorado Revised Statutes shall be deemed to include any reference to any
40 amendment to such statute, or any successor statute concerning the same subject
41 matter. Further, any reference to a particular Section of the state motor vehicle
42 laws may mean the counterpart traffic regulation of the Town as set forth in the
43 this Code.

44
45 B. Section 104 of the adopted code is amended so as to read in its entirety as follows:

1
2 **104. Meaning of Generic References.** Unless the context clearly requires
3 otherwise, all references in this Code to “this local government”, “this
4 jurisdiction”, “local government authorities”, the “local authority”, “proper
5 authority”, and similar generic references shall mean and shall refer to the Town
6 of Breckenridge, Colorado, or to the elected officials or appointed officers of the
7 Town, as appropriate. References in this Code to matters which apply “within this
8 State” shall mean “within the Town.”
9

10 C. Section 109(4) of the adopted code is amended so as to read in its entirety as
11 follows:
12

13 (4) No person riding upon any low-power scooter, coaster, roller skates, in-line
14 skates, skateboard, skis, snowboard, sled, or toy vehicle shall attach the same or
15 himself or herself to any vehicle upon a roadway.
16

17 D. Section 109(9) of the adopted code is amended so as to read in its entirety as
18 follows:
19

20 (9) No person shall use the highways for traveling on skis, snowboard,
21 toboggans, coasting sleds, skates, in-line skates, skateboards, or similar devices.
22 It is unlawful for any person to use any roadway with the Town as a sled or ski
23 course for the purpose of coasting on sleds, skis, or similar devices. It is also
24 unlawful for any person upon roller skates, in-line skates, skateboards or riding in
25 or by means of any coaster, toy vehicle, or similar device to go upon any roadway
26 within the Town except while crossing a highway in a crosswalk, and when so
27 crossing such person shall be granted all of the rights and shall be subject to all of
28 the duties applicable to pedestrians. This Subsection (9) does not apply to: (i) any
29 public way which is set aside by proper authority as a play street and which is
30 adequately roped off or otherwise marked for such purpose, or (ii) the riding of
31 in-line skates or skateboards on sidewalks.
32

33 E. The adopted code is amended by the addition of a new Section 109.9, to be
34 entitled “Golf Cars Prohibited”, which shall read in its entirety as follows:
35

36 **109.9 Golf Cars Prohibited.** A golf car shall not be operated on a roadway.
37

38 F. Section 110(4) of the adopted code is amended so as to read in its entirety as
39 follows:
40

41 (4) The Municipal Court of the Town of Breckenridge, Colorado shall have
42 jurisdiction over violations of traffic regulations enacted or adopted by the Town
43 Council of the Town of Breckenridge, Colorado, including, without limitation,
44 violations or alleged violations of this Code.
45

1 G. Section 236 of the adopted code is amended so as to read in its entirety as
2 follows;

3
4 **236. Child Restraint Systems Required–Definitions–Exemptions**
5

6 (1) As used in this section, unless the context otherwise requires:

7 (a) "Child care center" means a facility required to be licensed under the "Child Care
8 Licensing Act", article 6 of title 26, C.R.S.

9 (a.3) [DELETED]

10 (a.5) "Child restraint system" means a specially designed seating system that is designed
11 to protect, hold, or restrain a child in a motor vehicle in such a way as to prevent or
12 minimize injury to the child in the event of a motor vehicle accident that is either
13 permanently affixed to a motor vehicle or is affixed to such vehicle by a safety belt or a
14 universal attachment system, and that meets the federal motor vehicle safety standards set
15 forth in section 49 CFR 571.213, as amended.

16 (a.7) [DELETED]

17 (a.8) "Motor vehicle" means a passenger car; a pickup truck; or a van, minivan, or sport
18 utility vehicle with a gross vehicle weight rating of less than ten thousand pounds. "Motor
19 vehicle" does not include motorcycles, low-power scooters, motorscooters,
20 motorbicycles, motorized bicycles, and farm tractors and implements of husbandry
21 designed primarily or exclusively for use in agricultural operations.

22 (b) "Safety belt" means a lap belt, a shoulder belt, or any other belt or combination of
23 belts installed in a motor vehicle to restrain drivers and passengers, except any such belt
24 that is physically a part of a child restraint system. "Safety belt" includes the anchorages,
25 the buckles, and all other equipment directly related to the operation of safety belts.

26 Proper use of a safety belt means the shoulder belt, if present, crosses the shoulder and
27 chest and the lap belt crosses the hips, touching the thighs.

28 (2) (a) (I) Unless exempted pursuant to subsection (3) of this section and except as
29 otherwise provided in subparagraphs (ii) and (iii) of this paragraph (a), every child who is
30 under eight years of age and who is being transported in this state in a motor vehicle or in
31 a vehicle operated by a child care center shall be properly restrained in a child restraint
32 system, according to the manufacturer's instructions.

33 (II) If the child is less than one year of age and weighs less than twenty pounds, the child
34 shall be properly restrained in a rear-facing child restraint system in a rear seat of the
35 vehicle.

36 (III) If the child is one year of age or older, but less than four years of age, and weighs
37 less than forty pounds, but at least twenty pounds, the child shall be properly restrained in
38 a rear-facing or forward-facing child restraint system.

39 (b) Unless excepted pursuant to subsection (3) of this section, every child who is at least
40 eight years of age but less than sixteen years of age who is being transported in this state
41 in a motor vehicle or in a vehicle operated by a child care center shall be properly
42 restrained in a safety belt or child restraint system according to the manufacturer's
43 instructions.

44 (c) If a parent is in the motor vehicle, it is the responsibility of the parent to ensure that
45 his or her child or children are provided with and that they properly use a child restraint

1 system or safety belt system. If a parent is not in the motor vehicle, it is the responsibility
2 of the driver transporting a child or children, subject to the requirements of this section,
3 to ensure that such children are provided with and that they properly use a child restraint
4 system or safety belt system.

5 (3) Except as provided in section 42-2-105.5 (4), C.R.S., the requirements of subsection
6 (2) of this section shall not apply to a child who:

7 (a) [DELETED]

8 (b) is less than eight years of age and is being transported in a motor vehicle as a result of
9 a medical or other life-threatening emergency and a child restraint system is not
10 available;

11 (c) is being transported in a commercial motor vehicle, as defined in section 42-2-402

12 (4)(a), C.R.S., that is operated by a child care center;

13 (d) Is the driver of a motor vehicle and is subject to the safety belt requirements provided
14 in section 237;

15 (e) weighs more than forty pounds and is being transported in a motor vehicle in which
16 the rear seat of the vehicle was not equipped at the time of manufacture with combination
17 lap and shoulder belts; or

18 (f) is being transported in a motor vehicle that is operated in the business of transporting
19 persons for compensation or hire by or on behalf of a motor vehicle carrier as defined in
20 section 40-10-101 (4) (a), C.R.S., a contract carrier by motor vehicle as defined in section
21 40-11-101 (3), C.R.S., or an operator of a luxury limousine service as defined in section
22 40-16-101 (3.3), C.R.S.

23 (4) [DELETED]

24 (5) No person shall use a safety belt or child restraint system, whichever is applicable
25 under the provisions of this section, for children under sixteen years of age in a motor
26 vehicle unless it conforms to all applicable federal motor vehicle safety standards.

27 (6) Any violation of this section shall not constitute negligence per se or contributory
28 negligence per se.

29 (7) Any person who violates any provision of this section commits a traffic infraction.

30 (8) The fine may be waived if the defendant presents the court with satisfactory evidence
31 of proof of the acquisition, purchase, or rental of a child restraint system by the time of
32 the court appearance.

33 (9) [DELETED]

34 (10) [DELETED]

35 (11) (a) A law enforcement officer who stops a driver of a motor vehicle with an
36 occupant of the vehicle in violation of subparagraph (i) of paragraph (a) of subsection (2)
37 of this section shall warn the driver that the violation is a traffic infraction and shall not
38 cite the driver for the violation.

39 (b) this subsection (11) is repealed, effective August 1, 2011.

40
41 H. The last sentence of Section 225(3) of the adopted code is deleted.

42
43 I. Section 615 of the adopted code is amended so as to read in its entirety as
44 follows:

1 **Section 615. School Zones--Increase In Penalties For Moving Traffic**
2 **Violations.**

3
4 A. Any person who commits a moving traffic violation in a school zone shall be
5 subject to a doubled fine and surcharge. The Municipal Judge shall amend his or
6 her penalty assessment schedule to reflect such doubled fine and surcharge.
7

8 B. For purposes of this Section, "school zone" means an area that is designated as
9 a school zone and has appropriate signs posted indicating that the penalties and
10 surcharges will be doubled.

11
12 C. Town Authorities shall designate the placement of traffic signs that designate
13 the area that will be deemed to be a school zone for purposes of this Section. In
14 making such designation, the Town Authorities shall consider when increased
15 penalties are necessary to protect the safety of school children.
16

17 D. This Section does not apply if the penalty and surcharge for a violation has
18 been doubled pursuant to Section 614 of this Code or Section 42-4-614, C.R.S.,
19 because such violation also occurred within a highway maintenance, repair, or
20 construction zone.
21

22 J. The adopted code is amended by the addition of a new Section 616, to be
23 entitled "Barricades", which shall read in its entirety as follows:
24

25 **616. Barricades.** Whenever barricades are erected by a police officer or other
26 authorized person to close off a part or all of a street, highway or public property,
27 no person shall drive around, through, or between such barricades or into the
28 barricaded area except as directed or permitted by official signs or in compliance
29 with the directions of a police officer or other authorized person.
30

31 K. The adopted code is amended by the addition of a new Section 1203, to be
32 entitled "Standing in Deliver Zone", which shall read in its entirety as follows:
33

34 **1203. Standing in Delivery Zone.** (a) No person shall stand a vehicle for any
35 purpose or length of time in a place officially marked as a delivery zone, except
36 pursuant to a valid permit issued by the Police Chief pursuant to Subsection (b) of
37 this Section.
38

39 (b) The Police Chief is authorized to issue non-transferable permits for the
40 purpose of authorizing qualified persons to temporarily stand a vehicle in a place
41 officially marked as a delivery zone. The following rules shall apply to the
42 issuance of a delivery zone permit pursuant to this Section:
43

44 1. The Police Chief shall collect for the purpose of reimbursing the Town for the
45 administrative costs of processing the permit application. The permit fee for 2010

1 shall be twenty five dollars (\$25.00) for each such permit. The permit fee for
2 future years shall be established from time to time by resolution of the Town
3 Council. No portion of such permit fee shall be refundable, nor shall any permit
4 issued under this Section be transferable.
5

6 2. A permit may be issued only to a commercial delivery service that delivers to
7 multiple locations within the Town on a daily or weekly basis.
8

9 3. No delivery zone permit shall be issued to any person who does not have a
10 valid business and occupational license issued pursuant to Chapter 1 of Title 4 of
11 this Code. Each permittee shall maintain a valid business and occupational license
12 throughout the term of the permit.
13

14 4. A permit shall be hung from the rear view mirror or placed on the dashboard of
15 a vehicle at all times while such vehicle is standing in a place officially marked as
16 a delivery zone.
17

18 5. The Police Chief is authorized to designate one or more delivery zones within
19 the Town, and to alter, amend, or change such designations from time to time as
20 the Police Chief determines to be necessary or appropriate based upon the usage
21 of the designated delivery zones and the needs of those persons holding permits
22 issued pursuant to this Section.
23

24 6. A permit shall be valid only in those delivery zones indicated on the face of the
25 permit. It shall be a violation of Subsection (a) of this Section for the holder of a
26 permit to stand a vehicle in any delivery zone other than the delivery zone(s)
27 indicated on the face of the permit.
28

29 7. A permit shall be valid for a period of one (1) year, unless sooner revoked by
30 the Police Chief as provided in Subsection 8.
31

32 8. A permit may be revoked by the Police Chief, after a hearing, if, during the
33 term of the permit, the Police Chief determines that the permittee has violated: (i)
34 any of the terms and conditions of this Section; or (ii) any of the terms and
35 conditions of the permit. Any action to revoke a license issued under this Section
36 shall generally comply with the requirements for administrative hearings set forth
37 in Chapter 19 of Title 1 of the Town Code.
38

39 L. Section 1204 of the adopted code is by the addition of a new Subsection
40 (1)(j.5), which shall read in its entirety as follows:
41

42 (j.5) Upon the paved or improved and main-traveled portion of any street within a
43 residential block, except: (i) where on-street parking within such block is
44 authorized by official signs or street markings; (ii) for the temporary parking of
45 construction vehicles, if authorized by the Police Chief based upon the Police

1 Chief's determination that the parking of such vehicles can be done safely, in
2 compliance with the applicable provisions of the Town's Noise Ordinance
3 (Chapter 8 of Title 5 of the Breckenridge Town Code), and without undue
4 disruption to either the traveling public or the neighborhood; or (iii) for parking
5 associated with a special event, if such special event is authorized by a
6 development or other Town permit;

7
8 M. Section 1205(3) of the adopted code is amended so as to read as follows:
9

10 (3) Angle parking is permitted on any Town roadway, except any roadway that is
11 part of the state highway system, when determined to be appropriate by the Town
12 Engineer. As used in this Section, the term "angle parking" means the head-in
13 parking of a vehicle at an angle to the curb or edge of the roadway, instead of
14 parking parallel to the right-hand curb or edge of the roadway, and includes, but is
15 not limited to, "straight in" parking perpendicular to the curb or edge of the
16 roadway.
17

18 Whenever the Town Engineer designates any roadway or portion of a roadway
19 upon which angle parking is permitted, the Town shall mark or sign such roadway
20 indicating that angle parking is permitted and the angle at which vehicles shall be
21 parked.
22

23 When signs or markings are in place indicating angle parking as herein provided,
24 no person shall park or stand a vehicle other than at the angle to the curb or edge
25 of the roadway indicated by such signs or markings with the right front wheel of
26 the vehicle within eighteen inches of the curb or edge of the roadway.
27

28 N. Section 1208 of the adopted code is amended so as to read in their entirety as
29 follows:
30

31 **1208. Parking Privileges for Persons With Disabilities.**
32

33 (a) As used in this Section: (i) "license plate or placard" means a license plate or
34 placard issued pursuant to Section 42-3-204, C.R.S. and (ii) "person with a
35 disability" has the meaning provided for such term in Section 42-3-204, C.R.S., or
36 any successor statute.
37

38 (b) A vehicle with a license plate or a placard obtained pursuant to Section
39 42-3-204, C.R.S., or otherwise authorized by Subsection (f) of this Section, may
40 be parked in public parking areas along public streets within the Town, but the
41 parking of such vehicle is subject to any time limitation imposed in such area. It is
42 unlawful for any person who is not a person with a disability to exercise the
43 privileges defined in this Subsection (b).
44

1 (c) A person with a disability may park in a parking space identified as being
2 reserved for use by persons with disabilities whether on public property or private
3 property available for public use. A license plate or placard obtained pursuant to
4 Section 42-3-204, C.R.S., or as otherwise authorized by Subsection (f) of this
5 Section, shall be displayed at all times on the vehicle while parked in such space.
6

7 (d) The owner of private property available for public use may request from the
8 Director of the Department of Public Works the installation of official signs
9 identifying parking spaces reserved for use by persons with disabilities. Such a
10 request shall be a waiver of any objection the owner may assert concerning
11 enforcement of this Section by peace officers of the Town, and such officers are
12 hereby authorized and empowered to so enforce this Section, provisions of law to
13 the contrary notwithstanding.
14

15 (e) Each parking space reserved for use by persons with disabilities whether on
16 public property or private property shall be marked with an official upright sign,
17 which sign may be stationary or portable, identifying such parking space as
18 reserved for use by persons with disabilities.
19

20 (f) Persons with disabilities from states other than Colorado shall be allowed to
21 use parking spaces for persons with disabilities within the Town so long as such
22 persons have valid license plates or placards from their home state that are also
23 valid pursuant to 23 C.F.R. Part 1235.
24

25 (g) It is unlawful for any person other than a person with a disability to park in a
26 parking space on public or private property within the Town that is clearly
27 identified by an official sign as being reserved for use by persons with disabilities,
28 unless:
29

30 (i) such person is parking the vehicle for the direct benefit of a
31 person with a disability to enter or exit the vehicle while it is
32 parked in the space reserved for use by persons with disabilities;
33 and
34

35 (ii) a license plate or placard obtained pursuant to Section 42-3-
36 204, C.R.S., or as otherwise authorized by Subsection (f) of this
37 Section, is displayed in such vehicle.
38

39 A person found to have violated this Subsection (g) shall be punished by a fine of
40 \$100.00. Any person who violates this Subsection (g) by parking a vehicle owned
41 by a commercial carrier, as defined in Subsection (15) of the Appendix to this
42 Code (Definitions), shall be punished by a fine of \$200.
43

44 (h) Any person who is not a person with a disability and who uses a license plate
45 or placard issued pursuant to Section 43-2-204, C.R.S., in order to receive the

1 benefits or privileges available to a person with a disability under this Section
2 commits an infraction and shall be punished by a fine of \$100.
3

4 (i) Any law enforcement officer or authorized and uniformed parking enforcement
5 official may check the identification of any person using a license plate or placard
6 for persons with disabilities in order to determine whether such use is authorized.
7

8 (j) It is unlawful for any person to park a vehicle so as to block reasonable access
9 to curb ramps or passenger loading zones, as identified in 28 C.F.R. Part 36
10 (Appendix A), that are clearly identified and are adjacent to a parking space
11 reserved for use by persons with disabilities unless such person is loading or
12 unloading a person with a disability. A person convicted of violating this
13 Subsection (i) of shall be punished by a fine of \$100.00.
14

15 (k) It is unlawful and a misdemeanor traffic offense for any person to knowingly
16 and fraudulently obtain, possess, use, or transfer a placard issued to a person with
17 a disability pursuant to Section 42-3-204, C.R.S., or to knowingly make, possess,
18 use, or transfer what purports to be, but is not, a placard issued to a person with a
19 disability pursuant to Section 42-3-204, C.R.S. Any person convicted of violating
20 this Subsection (k) shall be punished in accordance with the provisions of Chapter
21 4 of Title 1 of the Town Code. Any person who knowingly and willfully receives
22 remuneration for committing a violation of this Subsection (k) shall be punished
23 by a minimum fine of \$999. No portion of such fine may be suspended by the
24 Municipal Judge.
25

26 (l) For purposes of this Subsection (l), “holder means a person with a disability as
27 defined in Section 43-2-204, C.R.S., who has lawfully obtained a license plate or
28 placard issued pursuant to Section 43-2-204, C.R.S. Notwithstanding any other
29 provision of this Section to the contrary, a holder is liable for any penalty or fine
30 as set forth in this Section or for any misuse of a disable license plate or placard,
31 including the use of such plate or placard by any person other than a holder,
32 unless the holder can furnish sufficient evidence that the license plate or placard
33 was, at the time of the violation, in the care, custody, or control of another person
34 without the holder’s knowledge or consent. A holder may avoid the liability
35 described in this Subsection (l) if, within a reasonable time after notification of
36 the violation, the holder furnishes to the municipal prosecutor or the Police Chief
37 the name and address of the person who had the care, custody, or control of such
38 license plate or placard at the time of the violation or the holder reports said
39 license plate or placard lost or stolen to the Police Department.
40

41 O. The adopted code is amended by the addition of a new Section 1212, to be
42 entitled “Parking on Private Property”, which shall read in its entirety as follows:
43

44 1212. Parking on Private Property.
45

1 (a) It is unlawful and a misdemeanor traffic offense for any person to park or
2 cause to be parked any vehicle upon any private parking lot or any other private
3 property within the town without the consent of the owner or the tenant or person
4 in lawful possession or control of the private parking lot or private property.
5

6 (b) Whenever the owner , tenant or person in lawful possession or control of the
7 private property finds a vehicle parked thereon without his or her consent, such
8 owner, tenant or person in lawful possession or control shall have the authority to
9 have such vehicle towed from the private parking lot or private property where it
10 is found, provided the appropriate provisions of this Section are complied with.
11 The provisions of chapter 3 of title 7 of this code shall not apply to any vehicle
12 towed pursuant to this Subsection (b), and the Town shall have no liability with
13 respect to any such tow.
14

15 (c) Any owner, tenant, or person in lawful possession or control of a private
16 parking lot or private property wishing to avail himself or herself of the
17 provisions of this Section shall post on such property in a conspicuous place so
18 that it can be seen by an ordinarily observant person a sign which reads as
19 follows:
20

21 **PRIVATE PARKING**
22 **UNAUTHORIZED VEHICLES**
23 **WILL BE TOWED BY OWNER**
24

25 (d) If the sign is to be posted to prohibit unauthorized parking at a private parking
26 lot containing more than six (6) parking spaces, one sign shall be posted at each
27 entrance to the private parking lot.
28

29 (e) If the sign is to be posted to prohibit unauthorized parking at a private parking
30 lot containing more than six (6) parking spaces, the sign required by Subsection
31 (c) of this Section shall be not less than 24 inches by 24 inches in size. The
32 lettering on such sign shall be not less than 2 inches in height and shall be red in
33 color and shall be printed on a white background. The sign shall be sheeted with
34 engineer grade reflective sheeting. The sign shall be erected at a height of not less
35 than 7 feet above the ground, measured from the bottom of the sign.
36

37 (f) If the sign is to be posted to prohibit unauthorized parking on private property
38 that is not a parking lot containing more than six (6) parking spaces, the sign
39 required by Subsection (c) of this Section shall be not less than 12 inches by 18
40 inches in size. The lettering on such sign shall be not less than 1 inch in height
41 and shall be red in color and shall be printed on a white background. The sign
42 shall be sheeted with engineer grade reflective sheeting. The sign shall be erected
43 at a height of not less than 7 feet above the ground, measured from the bottom of
44 the sign.
45

1 (g) A sign erected pursuant to this Section shall be an exempt sign within the
2 meaning of Section 8-2-6(L) of this code, and no permit shall be required to
3 authorize the erection of such sign. The installation of a sign pursuant to this
4 Section shall be a waiver of any objection the owner, tenant or person in lawful
5 possession or control of the private parking lot or private property may assert
6 concerning enforcement of this Section by peace officers of the Town.
7

8 (h) No complaint shall be issued for any violation of this Section unless it is
9 issued at the request of the owner, tenant or person in lawful possession or control
10 of the private parking lot or private property within or upon which violation of
11 this Section is alleged to have occurred. The person requesting the issuance of the
12 complaint shall provide to the person issuing the complaint their name, address
13 and telephone number, and must agree to appear and testify in court should a trial
14 on the complaint be required.
15

16 (i) In the event the owner, tenant or person in lawful possession or control of a
17 private parking lot or private property has a vehicle towed in accordance with this
18 Section, he or she shall immediately notify the police department of the town or
19 the Summit County Communications Center and indicate the name of the towing
20 company which towed the vehicle and the location of the storage of such vehicle.
21

22 (j) If the municipal court dismisses a complaint under this Section at the request
23 of the owner, tenant or person in lawful possession or control of a private parking
24 lot or private property, the court shall assess court costs against the person
25 requesting such dismissal in an amount not less than five dollars (\$5.00) and not
26 more than fifty dollars (\$50.00) for each complaint so dismissed.
27

28 (k) Every person, upon conviction of a violation of this Section, shall, upon first
29 conviction thereof, be punished by a fine not less than five dollars (\$5.00), or by
30 imprisonment of not more than five (5) days, or by both such fine and
31 imprisonment. Upon a second conviction of a violation of this Section within one
32 (1) year of a prior conviction, the punishment shall be a fine of not less than ten
33 dollars (\$10.00), or imprisonment of not more than ten (10) days, or both such
34 fine and imprisonment. Upon a third and for each subsequent conviction of a
35 violation of this Section within one (1) year from a prior conviction, the
36 punishment shall be a fine of not less than twenty dollars (\$20.00), or
37 imprisonment for not more than twenty (20) days, or both such fine and
38 imprisonment.
39

40 P. The adopted code is amended by the addition of a new Section 1213, to be
41 entitled "Parking on Private Property", which shall read in its entirety as follows:
42

43 1213. Parking on a Shared Private Driveway.
44

1 A. No person shall park a vehicle upon a shared private driveway in such a
2 manner as to block or impede the lawful use of such shared private driveway by
3 any person entitled to use such driveway, or by any authorized emergency
4 vehicle.

5
6 B. No person shall park a vehicle upon a shared private driveway other than in a
7 Town-approved parking area.

8
9 C. As used in this Section:

10
11 1. The term “shared private driveway” means a platted or granted private
12 easement or license providing the primary means of ingress and egress to and
13 from a public street for two or more residential properties.

14
15 2. The term “Town-approved parking area” means a parking area approved by
16 the Town as described in Subsection 4-1-8-1(A)(1) of the Town Code.

17
18 Q. Section 1409(9) of the adopted code is deleted.

19
20 R. Section 1412(2) of the adopted code is deleted.

21
22 S. Section 1412(12) of the adopted code is amended to read in its entirety as
23 follows:

24
25 (a) Any person who violates any provision of this Section commits a
26 misdemeanor traffic offense; except that Section 42-2-127, C.R.S. shall not apply.

27
28 (b) Any person riding a bicycle or electrical assisted bicycle who violates any
29 provision of this Code other than this Section which is applicable to such a
30 vehicle and for which a penalty is specified shall be subject to the same specified
31 penalty as any other vehicle; except that Section 42-2-127, C.R.S. shall not apply.

32
33 T. Section 1412(14) of the adopted code is amended to read in its entirety as
34 follows:

35
36 (14) Except as authorized by Section 42-4-111, C.R.S., the rider of an electrical
37 assisted bicycle shall not use the electrical motor on a bike or pedestrian path.

38
39 U. The adopted code is amended by the addition of a new Section 1416, to be
40 entitled “Skateboards and In-Line Skates Prohibited on Sidewalks”, which shall read in
41 its entirety as follows:

42
43 **1416. Skateboards and In-Line Skates Prohibited On Sidewalks.** When signs
44 are erected giving notice thereof, no person shall ride a skateboard, in-line skates
45 or a similar device upon a sidewalk.

1
2 V. Part 17 of the adopted code is amended to read in its entirety as follows:
3

4 **1701. Unlawful To Violate Code.** It is unlawful and a municipal offense for any
5 person to violate any provision of this Code. Such offenses shall be classified as
6 misdemeanor traffic offenses and traffic infractions as provided in Section 7-1-6
7 of the Breckenridge Town Code. Any person determined to have violated any
8 provision of this Code shall be punished as provided in Section 7-1-6 of the
9 Breckenridge Town Code.

10
11 **1702. Automatic Point Reduction--Authority of Municipal Judge.** The
12 Municipal Judge may, in his or her discretion, order that if a person receives a
13 penalty assessment notice for a violation of this Code and such person pays the
14 fine and surcharge for the violation on or before the date the payment is due, the
15 points assessed by the State of Colorado for the violation shall be reduced as
16 follows:

17
18 (a) For a violation having an assessment of three or more points, the points are
19 reduced by two points; and

20
21 (b) For a violation having an assessment of two points or less, the points are
22 reduced by one point.

23
24 **1703. Parties To A Crime.** Every person who commits, conspires to commit, or
25 aids or abets in the commission of any declared in this Code to a traffic offense,
26 whether individually or in connection with one or more other persons or as
27 principal, agent, or accessory, is guilty of such offense or liable for such offense,
28 and every person who falsely, fraudulently, forcibly, or willfully induces, causes,
29 coerces, requires, permits, or directs another to violate any provision of this Code
30 is likewise guilty of such offense of liable for such offense.

31
32 **1704. Offenses By Persons Controlling Vehicles.** It is unlawful for the owner
33 of any other person employing or otherwise directing the driver of any vehicle to
34 require or knowingly permit the operation of such vehicle upon a highway in any
35 manner contrary to law or this Code.

36
37 **1705. Person Arrested To Be Taken Before Proper Court.** (1) Whenever a
38 person is arrested for any misdemeanor traffic offense, the arrested person shall
39 be taken without unnecessary delay before the Municipal Judge in any of the
40 following cases:

41
42 (a) When a person arrested demands an appearance without unnecessary delay
43 before a judge;
44

1 (b) When the person is arrested and charged with an offense under this Code
2 causing or contributing to an accident resulting in injury or death to any person;
3

4 (c) In any other event when the provisions of this Part 17 apply and the person
5 arrested refuses to give his or her written promise to appear in court as provided
6 in Section 1707.
7

8 (2) Whenever any person is arrested by a police officer for any misdemeanor
9 traffic offense and is not required to be taken before the Municipal Judge as
10 provided in subsection (1) of this Section, the arrested person shall, in the
11 discretion of the officer, either be given a written notice or summons to appear in
12 Municipal Court as provided in Section 1707 or be taken without unnecessary
13 delay before the Municipal Judge when the arrested person does not furnish
14 satisfactory evidence of identity or when the officer has reasonable and probable
15 grounds to believe the person will disregard a written promise to appear in court.
16 The Municipal Court shall provide a bail bond schedule and available personnel
17 to accept adequate security for such bail bonds.
18

19 **1706. Juveniles – Convicted – Arrested and Incarcerated – Provisions For**
20 **Confinement.** Pursuant to Section 13-10-113(5), C.R.S., and notwithstanding any
21 other provision of law, a child, as defined in Section 19-1-103(18), C.R.S.,
22 arrested for an alleged misdemeanor traffic offense, convicted of violating a
23 misdemeanor traffic offense, or probation conditions imposed by a municipal
24 court, or found in contempt of court in connection with a violation or alleged
25 violation of a misdemeanor traffic offense, shall not be confined in a jail, lockup,
26 or other place used for the confinement of adult offenders but may be held in a
27 juvenile detention facility operated by or under contract with the Department of
28 Human Services or a temporary holding facility operated by or under contract
29 with the Town that shall receive and provide care for such child. The Municipal
30 Court in imposing penalties for violation of probation conditions imposed by such
31 court or for contempt of court in connection with a violation or alleged violation
32 of a Town ordinance may confine a child pursuant to Section 19-2-508, C.R.S.,
33 for up to forty-eight hours in a juvenile detention facility operated by or under
34 contract with the Department of Human Services. In imposing any jail sentence
35 upon a juvenile for violating any Town ordinance when the Municipal Court has
36 jurisdiction over the juvenile pursuant to Section 19-2-104(1)(a)(II), C.R.S., the
37 Municipal Court does not have the authority to order a child under eighteen years
38 of age to a juvenile detention facility operated or contracted by the Department of
39 Human Services.
40

41 **1707. Summons and complaint or penalty assessment notice for traffic**
42 **offenses - release - registration.** (1) Whenever a person commits a violation of
43 this Code other than a violation for which a penalty assessment notice may be
44 issued in accordance with the provisions of this Code and C.M.C.R., and such
45 person is not required by the provisions of Section 1705 to be arrested and taken
46 without unnecessary delay before a Municipal Judge, the peace officer may issue

1 and serve upon the defendant a summons and complaint which shall contain the
2 name and address of the defendant, the license number of the vehicle involved, if
3 any, the number of the defendant's driver's license, if any, a citation of the statute
4 alleged to have been violated, a brief description of the offense, the date and
5 approximate location thereof, and the date the summons and complaint is served
6 on the defendant; shall direct the defendant to appear in a specified court at a
7 specified time and place; shall be signed by the peace officer; and shall contain a
8 place for the defendant execute a written promise to appear at the time and place
9 specified in the summons portion of the summons and complaint.

10
11 (2) If a peace officer issues and serves a summons and complaint to appear in
12 Municipal Court upon the defendant as described in subsection (1) of this Section,
13 any defect in form in such summons and complaint regarding the name and
14 address of the defendant's driver's license, if any, the date and approximate
15 location thereof, and the date the summons and complaint is served on the
16 defendant may be cured by amendment at any time prior to trial or any time
17 before verdict or findings upon an oral motion by the prosecuting attorney after
18 notice to the defendant and an opportunity for a hearing. No such amendment
19 shall be permitted if substantial rights of the defendant are prejudiced. No
20 summons and complaint shall be considered defective so as to be cause for
21 dismissal solely because of a defect in form in such summons and complaint as
22 described in this subsection (2).

23
24 (3)(a) Whenever a penalty assessment notice for a municipal offense is issued
25 pursuant to this Code, the penalty assessment notice which shall be served upon
26 the defendant by the peace officer shall contain the name and address of the
27 defendant, the license number of the vehicle involved, if any, the number of the
28 defendant's driver's license, if any, a citation of the Code Section alleged to have
29 been violated, a brief description of the offense, the date and approximate location
30 thereof, the amount of the penalty prescribed for such offense, the amount of
31 surcharge thereon, if any, the number of points, if any, prescribed for such offense
32 pursuant to Section 42-2-127, C.R.S., and the date the penalty assessment notice
33 is served on the defendant; shall direct the defendant to appear in the Town's
34 Municipal Court at a specified time and place in the event such penalty thereon
35 are not paid; shall be signed by the peace officer; and shall contain a place for
36 such defendant to elect to execute a signed acknowledgement of guilt and an
37 agreement to pay the penalty prescribed thereon within twenty days, as well as
38 such other information as may be required by Town ordinance and C.M.C.R. to
39 constitute such penalty assessment notice to be a summons and complaint, should
40 the prescribed penalty thereon not be paid within the time allowed by ordinance
41 or court order.

42
43 (b) One copy of said penalty assessment notice shall be served upon the
44 defendant by the peace officer and one copy sent to the clerk of the Municipal
45 Court.
46

1 (4)(a) The time specified in the summons portion of said summons and complaint
2 must be at least twenty days after the date such summons and complaint is served,
3 unless the defendant shall demand an earlier court appearance date.
4

5 (b) The time specified in the summons portion of said penalty assessment notice
6 shall be at least thirty days but not more than ninety days after the date such
7 penalty assessment notice is served, unless the defendant shall demand an earlier
8 court appearance date.
9

10 (5) The place specified in the summons portion of said summons and complaint
11 or of the penalty assessment shall be the office of the Municipal Court Clerk, 150
12 Ski Hill Road, in the Town.
13

14 (6) If the defendant is otherwise eligible to be issued a summons and complaint
15 or a penalty assessment notice for a violation of this Code, and if the defendant
16 does not possess a valid Colorado driver's license, the defendant, in order to
17 secure release, as provided in this Section, must either consent to be taken by the
18 officer to the nearest mailbox and to mail the amount of the penalty thereon to the
19 clerk of the Municipal Court or must execute a promise to appear in court on the
20 penalty assessment notice or on the summons and complaint. If the defendant
21 does possess a valid Colorado driver's license, the defendant shall not be required
22 to execute a promise to appear on the penalty assessment notice or on the
23 summons and complaint.
24

25 **1707.5. Traffic Infraction Procedures.** The procedures set forth in Section 1-8-
26 12 of the Breckenridge Town Code shall be followed in connection with the
27 processing of traffic infractions.
28

29 **1708. Burden of Proof – Appeals.** (1) The burden of proof shall be upon the
30 people, and the court shall enter judgment in favor of the defendant unless the
31 people prove the liability of defendant beyond a reasonable doubt.

32 (2) Appeals from the Town's Municipal Court shall be in accordance with Rule
33 37 of the Colorado Rules of Criminal Procedure.
34

35 **1709. Penalty Assessment Notice For Traffic Offenses – Violations of**
36 **Provisions By Officer – Driver's License.** (1) Whenever a penalty assessment
37 notice for a traffic offense is issued pursuant to this Code, the penalty assessment
38 notice which shall be served upon the defendant by the peace officer shall contain
39 the name and address of the defendant, the license number of the vehicle
40 involved, if any, the number of the defendant's driver's license, if any, a citation
41 of the portion of this Code alleged to have been violated, a brief description of the
42 traffic offense, the date and approximate location thereof, the amount of the
43 penalty prescribed for such traffic infraction, the amount of the surcharge thereon
44 pursuant to Section 24-4.2-109, C.R.S., the number of points, if any, prescribed
45 for such traffic infraction pursuant to Section 42-2-127, C.R.S., and the date the
46 penalty assessment notice is served upon the defendant; shall direct the defendant

1 to appear in the Municipal Court at a specified time and place in the event such
2 penalty and surcharge thereon in not paid; shall be signed by the peace officer;
3 and shall contain a place for the defendant to elect to execute a signed
4 acknowledgment of liability and an agreement to pay the penalty prescribed and
5 surcharge thereon within twenty days, as well as such other information as may be
6 required by law to constitute such penalty assessment notice to be a summons and
7 complaint, should the prescribed penalty and surcharge thereon not be paid within
8 the time allowed or set by ordinance or court order.

9 (2) One copy of said penalty assessment notice shall be served upon the defendant
10 by the peace officer and one copy sent to the supervisor of the Motor Vehicle
11 Division and such other copies sent as may be required by rule or regulation of
12 the Motor Vehicle Division to govern the internal administration of the state
13 traffic laws between the Motor Vehicle Division and the Colorado State Patrol.

14 (3) The time period specified in the summons portion of said penalty assessment
15 notice must be at least thirty days but not more than ninety days after the date
16 such penalty assessment notice is served, unless the defendant shall demand as
17 earlier hearing.

18 (4) The place specified in the summons portion of said penalty assessment notice
19 shall be the Municipal Court.

20 (5) Whenever the defendant refuses to accept service of the penalty assessment
21 notice, tender of such notice by the peace officer to the defendant shall constitute
22 service thereof upon the defendant.

23
24 **1710. Failure to pay penalty - procedures.** (1) Unless a person who has been
25 cited for a misdemeanor traffic offense or traffic infraction pays the penalty
26 assessment as provided in this Code and the surcharge thereon, if any, such
27 person shall appear at a hearing on the date and time specified in the citation and
28 answer the complaint against such person. It is unlawful and a separate
29 misdemeanor traffic offense for any person violate his or her written promise to
30 appear given to a police officer upon arrest or issuance of a summons or penalty
31 assessment notice for any violation of this Code.

32
33 (2) If the defendant answers that he or she is guilty or if the defendant fails to
34 appear for the hearing, judgment shall be entered against the defendant.

35
36 (3) If the defendant denies the allegations in the complaint, a final hearing on the
37 complaint shall be held subject to the applicable provisions of the Colorado
38 Municipal Court Rules of Procedure regarding a speedy trial. If the defendant is
39 found guilty or liable at such final hearing or if the defendant fails to appear for a
40 final hearing, judgment shall be entered against the defendant.

41
42 (4) If judgment is entered against a defendant, the defendant shall be assessed an
43 appropriate penalty and surcharge thereon. If the defendant had been cited by a
44 penalty assessment notice, the penalty shall be assessed pursuant to Section 1701.
45 If a penalty assessment notice is prohibited by Section 1705(1), the penalty shall
46 be assessed pursuant to Section 1701.

1
2 **1711. Compliance With Promise To Appear.** A written promise to appear in
3 court may be complied with by an appearance by counsel.
4

5 **1712. Procedure Prescribed Not Exclusive.** The foregoing provisions of this
6 Code shall govern all police officers in making arrests without a warrant for
7 misdemeanor traffic offenses or issuing citations or penalty assessment notices for
8 misdemeanor traffic offense violations of this Code, for misdemeanor traffic
9 offenses or traffic infractions committed in their presence, but the procedures
10 prescribed in this Code shall not otherwise be exclusive of any other method
11 prescribed by law for the arrest or prosecution of a person for an offense or
12 infraction of like grade.
13

14 **1713. Conviction Record Inadmissible In Civil Action.** Except as provided in
15 Section 42-2-201 to 42-2-208, C.R.S., no record of the conviction of any person
16 for any violation of this Code shall be admissible as evidence in any court in any
17 civil action.
18

19 **1714. Traffic Violation Not to Affect Credibility of Witness.** The conviction of
20 a person upon a charge of violating any provision of this Code or other traffic
21 regulation less than a felony shall not affect or impair the credibility of such
22 person as a witness in any civil or criminal proceeding.
23

24 **1715. Convictions, Judgment, and Charges Recorded – Public Records.** (1)
25 The Municipal Judge and the clerk of the Municipal Court shall keep a full record
26 of every case in which a person is charged with any violation of this Code or any
27 other law regulating the operation of vehicles on highways.
28 (2) Within ten days after the entry of a judgment, conviction, or forfeiture of bail
29 of a person upon a charge of violating any provision of this Code or other law
30 regulating the operation of vehicles on highways, the Municipal Judge or the clerk
31 of the Municipal Court shall prepare and immediately forward to the Motor
32 Vehicle Division of the Department of Revenue an abstract of the record of said
33 court covering every case in which said person had a judgment entered against
34 him or her, was so convicted, or forfeited bail, which abstract must be certified by
35 the person so required to prepare the same to be true and correct.
36 (3) Said abstract must be made upon a form furnished by the Department of
37 Revenue and shall include the name, address, and driver's license number of the
38 party charged, the registration number of the vehicle involved, the nature of the
39 offense, the date of hearing, the plea, the judgment or whether bail forfeited, and
40 the amount of the fine or forfeiture as the case may be.
41

42 **1716. Notice to appear or pay fine - failure to appear - penalty.** (1) For the
43 purposes of this Part 17, tender by a police officer of the summons and complaint
44 or penalty assessment notice to a defendant charged with a traffic infraction who
45 refuses to accept the same shall constitute notice to the defendant to appear in
46 Municipal Court at the time specified on such summons or to pay the required

1 fine and surcharge thereon. If a defendant refuses to accept a penalty
2 assessment notice for a designated misdemeanor traffic offense, the police officer
3 may issue and serve the defendant a summons and complaint or may arrest the
4 defendant.

5 (2) It shall be unlawful and a misdemeanor offense for a person to violate his or
6 her written promise to appear in court given to an officer upon arrest or issuance
7 of a summons or penalty assessment notice for any violation of this Code.
8

9 **1717. Conviction – Attendance at Driver Improvement School.** Whenever a
10 person has been convicted of violating any provision of this Code or other law
11 regulating the operation of vehicles on highways, the court, in addition to the
12 penalty provided for the violation or as a condition of either the probation or the
13 suspension of all or any portion of any fine or sentence of imprisonment for a
14 violation other than a traffic infraction, may require the defendant, at his own
15 expense, if any, to attend and satisfactorily complete a course of instruction at any
16 designated driver improvement school providing instruction in the traffic laws of
17 this state, instruction in recognition of hazardous traffic situations, and instruction
18 in traffic accident prevention. Unless otherwise provided by law, such school
19 shall be approved by the court.
20

21 **1718. Notice on Illegally Parked Vehicle.** Whenever any motor vehicle without
22 driver is found parked or stopped in violation of any of the restrictions imposed
23 by this Code, the officer finding such vehicle shall take its registration number
24 and may take any other information displayed on the vehicle which may identify
25 its user, and shall conspicuously affix to such vehicle a penalty assessment notice
26 directing the driver thereof to respond to and answer the charge against him at a
27 place and at a time specified in said notice.
28

29 **1719. Failure to Comply With Notice on Parked Vehicle.** If the driver or
30 owner of an unattended motor vehicle charged with an apparent violation of the
31 restrictions on stopping, standing or parking under this Code does not respond
32 within the time specified to a penalty assessment notice affixed to such vehicle, as
33 provided in Section 1718, by appearance and payment at the office of the
34 Municipal Court Clerk, or by mailing payment by means of the United States
35 Mail, or by other disposition of the charge as provided by law, the Town shall
36 send another notice by mail to the registered owner of the vehicle to which the
37 original notice was affixed, warning such owner that in the event such notice is
38 disregarded for a period of twenty (20) days from the date of mailing, a complaint
39 will be filed. If the applicable penalty or fine is not paid within such twenty day
40 period, a summons and complaint shall be filed with the Municipal Court and
41 served upon the registered owner of the vehicle directing such owner to appear at
42 a time and place specified as in the case of other municipal offenses. It is unlawful
43 and a separate misdemeanor traffic offense for a person to fail to respond to a
44 summons and complaint served pursuant to this Section.
45

1 **1720. Presumption in Reference to Illegal Parking.** In a prosecution charging
2 a violation of any provision of this Code pertaining to the stopping, standing or
3 parking of a vehicle, proof that the particular vehicle described in the complaint
4 was parked in violation of any such regulation, together with proof that the
5 defendant named in the complaint was at the time of such parking the registered
6 owner of such vehicle, shall constitute in evidence a prima facie presumption that
7 the registered owner of such vehicle was the person who parked or place such
8 vehicle at the point where, and for the time during which, such violation occurred.
9

10 W. Any reference in the adopted code to “Codes 1 to 4” of Title 42, C.R.S., or
11 “Codes 1 to 4 of this title” means Articles 1 through 4, inclusive, of Title 42, C.R.S., or
12 any counterpart Section of this Code.
13

14 X. The following definitions set forth in Appendix I (Definitions) of the adopted
15 code are amended so as to read in its entirety as follows:
16

17 (8) "Bicycle" means a vehicle propelled by human power applied to pedals upon
18 which a person may ride having two tandem wheels or two parallel wheels and
19 one forward wheel, all of which are more than fourteen inches in diameter.
20

21 (56) "Motorcycle" means a motor vehicle that uses handlebars to steer and that is
22 designed to travel on not more than three wheels in contact with the ground,
23 except that term does not include a "farm tractor" or a low-power scooter.
24

25 (59) "Motor vehicle" means any self-propelled vehicle that is designed primarily
26 for travel on the public highways and that is generally and commonly used to
27 transport persons and property over the public highways or a low-speed electric
28 vehicle. The term does not low-power scooters, wheelchairs as defined by
29 Subsection (122) of this Section, or vehicles moved solely by human power. For
30 the purposes of the offense described in Section 1401 for farm tractors and off-
31 highway vehicles, as defined in Section 33-14.5-101 (3), C.R.S., operated on
32 streets and highways, "motor vehicle" includes a farm tractor or an off-highway
33 vehicle that is not otherwise classified as a motor vehicle.
34

35 (71) “Person” means every natural person, firm, copartnership, limited liability
36 entity, association, or corporation.
37

38 (111) (a) "Toy vehicle" means any vehicle that has wheels and is not designed for
39 use on highways or for off-road use.
40

41 (b) "Toy vehicle" includes, but is not limited to, gas-powered or electric-powered
42 vehicles commonly known as mini bikes, "pocket" bikes, kamikaze boards,
43 go-peds, and stand-up scooters.
44

45 (c) "Toy Vehicle" does not include off-highway vehicles or snowmobiles.
46

1 (121) "Vehicle" means a device that is capable of moving itself, or of being
2 moved, from place to place upon wheels or endless tracks. "Vehicle" includes,
3 without limitation, a bicycle, electrical assisted bicycle, or EPAMD, but does not
4 include a wheelchair, any off-highway vehicle, snowmobile, farm tractor, or
5 implement of husbandry designed primarily or exclusively for use and used in
6 agricultural operations or any device moved exclusively over stationary rails or
7 tracks or designed to move primarily through the air.
8

9 Y. Appendix I (Definitions) of the adopted code is amended by the addition of
10 the following additional definitions:
11

12 (8.5) "Block" has the meaning provided in the Town's Subdivision Standards
13 (Chapter 2 of Title 9 of the Breckenridge Town Code).
14

15 (9.5) "C.M.C.R." means the Colorado Municipal Court Rules of Procedure, as
16 amended from time to time.
17

18 (14.5) "Code" or "Town traffic code" means the Model Traffic Code For
19 Colorado, 2010 edition, as adopted and amended by Chapter 1 of Title 7 of the
20 Town Code.
21

22 (28.3) "Electrical Assisted Bicycle" means a vehicle having two tandem wheels or
23 two parallel wheels and one forward wheel, fully operable pedals, an electric
24 motor not exceeding seven hundred and fifty watts of power, and a top motor-
25 powered speed of twenty miles per hour.
26

27 (28.5) "EPAMD" means an electric personal assistive mobility device, which is a
28 self-balancing, nontandem two-wheeled device, designed to transport only one
29 person that is powered solely by an electric propulsion system producing an
30 average power output of no more than seven hundred fifty watts.
31

32 (29.5) "Engine compression brake device" means a device that converts a power-
33 producing diesel engine into a power-absorbing air compressor, resulting in a net
34 energy loss. An engine brake is commonly referred to by brand names such as
35 "Jacobs Brake", "Jake Brake" or "Dynatard Brake."
36

37 (39.5) "Golf Car" means a self-propelled vehicle not designed primarily for
38 operation on roadways and that has:
39

40 (a) a design speed of less than twenty miles per hour;

41 (b) at least three wheels in contact with the ground;

42 (c) an empty weight of not more than one thousand three hundred pounds; and
43

44 (d) a carrying capacity of not more than four persons.
45
46

1
2 (44.3) “Infraction” or “traffic infraction” means a civil (non-criminal) traffic
3 offense of this Code as described in Section 7-1-6 of the Town Code.
4

5 (44.5) “In-Line Skates” means a shoe with a set of wheels attached in a straight
6 line commonly used for skating over a flat surface.
7

8 (49.3) (a) "Low-Power Scooter" means a self-propelled vehicle designed
9 primarily for use on the roadways with not more than three wheels in contact with
10 the ground, no manual clutch, and either of the following:
11

12 (i) a cylinder capacity not exceeding fifty cubic centimeters if powered by internal
13 combustion; or
14

15 (ii) a wattage not exceeding four thousand four hundred seventy-six if powered by
16 electricity.
17

18 (b) "Low-Power Scooter" shall not include a toy vehicle, bicycle, electrical
19 assisted bicycle, wheelchair, or any device designed to assist mobility impaired
20 people who use pedestrian rights-of-way.
21

22 (49.5) "Low-Speed Electric Vehicle" means a vehicle that:
23

24 (a) is self-propelled utilizing electricity as its primary
25 propulsion method;
26

27 (b) has at least three wheels in contact with the ground;
28

29 (c) does not use handlebars to steer; and
30

31 (d) exhibits the manufacturer's compliance with 49 C.F.R. 565 or displays a
32 seventeen-character vehicle identification number as provided in 49 C.F.R. 565.
33

34 (54.5) “Misdemeanor”, “misdemeanor traffic offense” or “criminal traffic
35 offense” means a criminal violation of this Code as described in Section 7-1-6 of
36 the Town Code.
37

38 (54.5) “Municipal Court” means the Municipal Court of the Town of
39 Breckenridge, Colorado.
40

41 (76.5) “Private property” means any property under the ownership, control or
42 management of any person other than a governmental agency.
43

44 (78.5) “Public property” means any property under the ownership, control or
45 management of a governmental agency. Public property includes, but is not
46 limited to, streets, alleys, public rights-of-way, public easements (including, but

1 not limited to, utility and snowstacking or snow removal easements), public parks
2 and publicly owned or operated parking areas.

3
4 (85.5) “Residential Block” means a block of any street within the Town which is
5 mainly occupied by buildings or structures devoted to a residential use as defined
6 in the Town’s Development Code (Chapter 1 of Title 8 of the Breckenridge Town
7 Code).

8
9 (94.5) “Skateboard” means a short board mounted on small wheels which is used
10 for coasting and often for performing athletic stunts.

11
12 (96.5) “Special event” has the meaning provided in the Town’s Development
13 Code (Chapter 1 of Title 8 of the Breckenridge Town Code), if any.

14
15 (110.3) “Town” means the Town of Breckenridge, Colorado.

16
17 (110.5) “Town Authorities” means the Police Chief of the Town of Breckenridge,
18 or his or her designee, or the Director of Public Works, or his or her designee.

19
20 (110.7) “Town Code” means the Town Code of the Town of Breckenridge,
21 Colorado.

22
23 **7-1-3: Deletions:** The following provisions of the 2010 edition of the Model Traffic
24 Code For Colorado Municipalities are declared to be inapplicable to this municipality and are
25 therefore expressly deleted:

- 26
27 1. Section 505.
28
29 2. Section 613.
30
31 3. Section 1210.
32
33 4. Part 18 (Vehicles Abandoned on Public Property)

34
35 **7-1-4: Application:** This Chapter, and the Code adopted by reference herein, shall
36 apply to every street, alley, sidewalk area, driveway, park, and to every other public way or
37 public place or public parking area, either within or outside the corporate limits of this
38 municipality, the use of which this municipality has jurisdiction and authority to regulate. The
39 provisions of Sections 1401, 1402, and 1413 of the adopted Model Traffic Code For Colorado,
40 2010 edition, respectively concerning reckless driving, careless driving, and eluding a police
41 officer, shall apply not only to public places and ways but also throughout this municipality. The
42 provisions of Section 1208, dealing with parking privileges for persons with disabilities, and
43 Section 1211, dealing with limitations on backing, shall apply to both public and private property
44 as provided therein. The provisions of Section 1212, dealing with parking on private property,
45 shall apply only to private property throughout the Town as provided therein.

1 **7-1-5: Copy of Code on File:** At least one (1) copy of the Model Traffic Code For
2 Colorado, 2010 edition, adopted herein is now filed in the office of the Town Clerk, and may be
3 inspected by any interested person between the hours of 8 a.m. and 5 p.m., Monday through
4 Friday, holidays excepted. The Code as finally adopted shall be available for sale to the public
5 through the office of the Town Clerk at a moderate price.
6

7 **7-1-6: Penalties:** The following penalties, herewith set forth in full, shall apply to this
8 Code, and the Model Traffic Code for Colorado, 2010 edition, adopted by reference herein:
9

10 A. It is a misdemeanor traffic offense for any person to violate any provision of
11 this Code that is described as being a misdemeanor traffic offense or violation. It is a
12 misdemeanor offense for any person to violate any provision of this Code that is
13 described as being a misdemeanor offense or violation.
14

15 B. Every person convicted of a misdemeanor traffic offense shall be punished as
16 provided in Chapter 4 of Title 1 of Breckenridge Town Code; provided, however, that any
17 person convicted of violating Section 1212, Parking on Private Property, shall be punished as
18 provided in Section 1212. Under this Code there is no distinction in punishment between a
19 “Class 1 Misdemeanor Traffic Offense” and a “Class 2 Misdemeanor Traffic Offense”, and each
20 misdemeanor violation shall be subject to the penalties provided in Chapter 4 of Title 1 of
21 Breckenridge Town Code, regardless of whether such offense is described as a “Class 1
22 Misdemeanor Traffic Offense”, or a “Class 2 Misdemeanor Traffic Offense” in this Code.
23

24 C. It is a traffic infraction for any person to violate any provision of this Code,
25 other than those misdemeanor offenses and misdemeanor traffic offenses described in
26 Subsection A of this Section.
27

28 D. Any person admitting liability for, found to be in violation of, or against
29 whom a default judgment has been entered for any traffic infraction of this shall be fined
30 in an amount not to exceed five hundred dollars (\$500.00), unless a greater or lesser
31 amount is specified in any specific penalty provision of this Code. Under this Code there
32 is no distinction in punishment between a “Class A Traffic Infraction” and a “Class B
33 Traffic Infraction”, and each infraction shall be punished by a fine as provided in the first
34 sentence of this Subsection. The Municipal Judge shall establish a schedule of fines for
35 each traffic infraction. No defendant found to be have committed a violation of any
36 traffic infraction shall be subject to imprisonment.
37

38 Section 2. Except as specifically amended hereby, the Breckenridge Town Code, and the
39 various secondary codes adopted by reference therein, shall continue in full force and effect.
40

41 Section 3. The repeal and readoption of Chapter 1 of Title 7 of the Breckenridge Town
42 Code, as provided for in this ordinance, shall not affect or prevent the prosecution or punishment
43 of any person for any act done or committed in violation of the Town of Breckenridge Traffic
44 Code prior to the taking effect of this ordinance.
45

MEMO

TO: Town Council

FROM: Town Attorney

RE: Ordinance Eliminating Distance Restriction For a Hotel and Restaurant Liquor License Issued to a Junior College

DATE: August 4, 2010 (for August 10th meeting)

Colorado Mountain College has approached the Town about obtaining a hotel and restaurant liquor license for use in connection with a culinary class the college offers.

The Town cannot currently approve such a license because the Colorado Liquor Code provides that:

(N)o application for a local liquor license shall be received or acted upon by a local liquor licensing authority if the building in which the malt, vinous, or spirituous liquor is to be sold is located within five hundred feet of the principal campus of any college or university.

However, the Liquor Code also expressly authorizes a municipality to modify or eliminate this distance restriction by ordinance.

Enclosed is a proposed ordinance doing just that. The ordinance provides that the Liquor Code's prohibition against a liquor licensed establishment being located within 500 feet of the principal campus of a college or university will not apply in Breckenridge to a hotel and restaurant liquor license issued for premises that are part of a junior college campus. The adoption of this ordinance would allow the Liquor Licensing Authority to issue a hotel and restaurant liquor license to CMC for its culinary class, provided that the college met the other licensing requirements of the Liquor Code. As drafted, the current distance restriction would continue to apply to all other licenses except hotel and restaurant liquor licenses issued for premises that are part of the local college campus.

I understand that the cities of Boulder and Ft. Collins (as well as other Colorado municipalities) have adopted ordinances altering or eliminating the distance limitation for liquor-licensed premises located around their local college campuses. As such, the Town would not be the first locality in Colorado to alter the normal liquor license distance requirement for local colleges.

Alton Scales will be available to discuss this matter with the Town Council prior to the second reading of the ordinance at the August 24 meeting.

I will be happy to discuss this ordinance with you on Tuesday.

1 *FOR WORKSESSION/FIRST READING – AUG. 10*

2
3 Additions To The Current Breckenridge Town Code Are
4 Indicated By **Bold + Dbl Underline**; Deletions By ~~Strikeout~~

5
6 COUNCIL BILL NO. 27

7
8 Series 2010

9
10 AN ORDINANCE AMENDING CHAPTER 2 OF TITLE 5 OF THE BRECKENRIDGE
11 TOWN CODE BY ELIMINATING THE DISTANCE RESTRICTIONS FOR HOTEL &
12 RESTAURANT LIQUOR LICENSES ISSUED FOR THE CAMPUS OF A JUNIOR
13 COLLEGE DISTRICT LOCATED WITHIN THE CORPORATE LIMITS OF THE TOWN OF
14 BRECKENRIDGE

15
16 WHEREAS, Section 12-47-313(1)(d)(I), C.R.S., which is part of the Colorado Liquor
17 Code, provides, among other restrictions, that no application for a local liquor license shall be
18 received or acted upon by a local liquor licensing authority if the building in which the malt,
19 vinous, or spirituous liquor is to be sold is located within five hundred feet of the principal
20 campus of any college or university; and

21
22 WHEREAS, Section 12-47-313(1)(d)(III), C.R.S., provides as follows:

23
24 The . . . governing body of any . . . municipality, by ordinance, may eliminate or
25 reduce the distance restriction imposed by [Section 12-47-313(1)(d)(I), C.R.S.,]
26 for any class of license, or may eliminate one or more types of schools or
27 campuses from the application of any distance restriction established by or
28 pursuant to this paragraph (d).

29
30 ; and

31
32 WHEREAS, the Town Council finds and determines that the distance limitation imposed
33 by Section 12-47-313(1)(d)(I), C.R.S., should be eliminated with respect to hotel and restaurant
34 licenses issued for the campus of any junior college district organized pursuant to Article 71 of
35 Title 23, C.R.S., that is located within the Town.

36
37 NOW, THEREFORE, BE IT ORDAINED BY THE TOWN COUNCIL OF THE TOWN OF
38 BRECKENRIDGE, COLORADO:

39
40 Section 1. Chapter 5 of Title 2 of the Breckenridge Town Code is amended by the
41 addition of a new Section 2-5-6-1, to be entitled “Elimination of Distance Requirement For
42 Junior College Districts”, which shall read in its entirety as follows:

43 2-5-6-1: ELIMINATION OF DISTANCE REQUIREMENT FOR JUNIOR
44 COLLEGE DISTRICTS: The distance limitation imposed by Section 12-47-
45 313(1)(d)(I), C.R.S., shall not apply within the Town to a hotel and restaurant

1 license issued for premises that are part of the campus of any junior college
2 district organized pursuant to Colorado law. Except as specifically altered by this
3 section, the distance limitations imposed by Section 12-47-313(1)(d)(I), C.R.S.,
4 shall continue in full force and effect.
5

6 Section 2. Except as specifically amended hereby, the Breckenridge Town Code,
7 and the various secondary codes adopted by reference therein, shall continue in full force
8 and effect.

9 Section 3. The Town Council hereby finds, determines and declares that this
10 ordinance is necessary and proper to provide for the safety, preserve the health, promote the
11 prosperity, and improve the order, comfort and convenience of the Town of Breckenridge
12 and the inhabitants thereof.

13 Section 4. The Town Council hereby finds, determines and declares that it has the
14 power to adopt this ordinance pursuant to the provisions of Section 12-47-313(1)(d)(III),
15 C.R.S.,, and the powers possessed by home rule municipalities in Colorado.

16 Section 5. This ordinance shall be published and become effective as provided by
17 Section 5.9 of the Breckenridge Town Charter.

18 INTRODUCED, READ ON FIRST READING, APPROVED AND ORDERED
19 PUBLISHED IN FULL this ____ day of _____, 2010. A Public Hearing shall be held at the
20 regular meeting of the Town Council of the Town of Breckenridge, Colorado on the ____ day of
21 _____, 2010, at 7:30 P.M., or as soon thereafter as possible in the Municipal Building of the
22 Town.

23
24 TOWN OF BRECKENRIDGE, a Colorado
25 municipal corporation
26

27
28
29 By _____
30 John G. Warner, Mayor
31

32 ATTEST:
33
34
35

36 _____
37 Mary Jean Loufek, CMC,
38 Town Clerk
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MEMO

TO: Town Council

FROM: Town Attorney

RE: Publication Ordinance

DATE: August 4, 2010 (for August 10th meeting)

The Town Charter requires that Town ordinances and other documents and notices be “published” before they can become effective. In April the voters approved an amendment to the Charter allowing “publication” of Town laws and notices to be made by posting on the Town’s official website, unless a different method of publication is required by applicable law.

In light of this change to the Charter I recommend that the Council adopt an ordinance in order to fully implement the change. The ordinance would be codified in the Town Code, and would apply to the publication of all Town ordinances, documents and other required notices.

Enclosed is a proposed ordinance. The key points of the proposed ordinance are as follows:

1. Unless a different manner of publication is required by state or federal law, the required publication of a Town ordinance, document or other required notice will be accomplished by posting the document or notice on the Town’s website for a period of five consecutive days. No longer would an ordinance, document or notice be published in the newspaper unless such form of publication is required by applicable state or federal law.
2. Publication of a Town ordinance, document or notice on the website will be complete on the last day of such posting.
3. Once the publication on the website is completed, the Town Clerk may certify that the document was published as required by the Town Charter or other Town ordinance.
4. If a different way of publishing a document is required by state or federal law (typically, publication in a legal newspaper for a certain number of insertions), the Town will comply with the applicable state or federal law. In such circumstance, the document may also be posted on the Town’s website, but compliance with the applicable state or federal law is compliance with the publication requirement of the Town Charter.
5. The Town Clerk is authorized to promulgate administrative rules and regulations to implement the ordinance. I know MJ is currently working on such rules, and you should be able to review them in the coming weeks.

I will be happy to discuss this ordinance with you next Tuesday.

1 **FOR WORKSESSION/FIRST READING – AUG. 10**

2
3 Additions To The Current Breckenridge Town Code Are
4 Indicated By **Bold + Dbf Underline**; Deletions By ~~Strikeout~~

5
6 COUNCIL BILL NO. 28

7
8 Series 2010

9
10 AN ORDINANCE ADOPTING CHAPTER 21 OF TITLE 1 OF THE BRECKENRIDGE
11 TOWN CODE CONCERNING THE PUBLICATION OF TOWN ORDINANCES, NOTICES,
12 AND OTHER DOCUMENTS

13
14 BE IT ORDAINED BY THE TOWN COUNCIL OF THE TOWN OF BRECKENRIDGE,
15 COLORADO:

16
17 Section 1. The Breckenridge Town Code is amended by the addition of a new Chapter
18 21 of Title 1, entitled “Publication”, which shall read in its entirety as follows:

19 CHAPTER 21

20 PUBLICATION

21
22
23 Section:

24
25 1-21-1: Purpose

26 1-21-2: Publication Requirements

27 1-21-3: Rules and Regulations

28
29 1-21-1: PURPOSE: This Chapter is adopted to define the requirements for the publication
30 of Town ordinances, notices, and other documents as required by the definition of
31 “publication” in Section 15.12 of the Breckenridge Town Charter.

32
33 1-21-2: PUBLICATION REQUIREMENTS.

34
35 A. Unless a different manner of publication is required by state or federal law, the
36 “publication” of a Town ordinance, notice or other Town document required by the
37 Breckenridge Town Charter, or any other applicable ordinance, law, rule, or regulation,
38 shall be made only by posting the ordinance, notice or other document for public viewing
39 on the Town’s official website for a period of five consecutive days. Publication shall have
40 been completed on the last day of such posting. When publication is completed as required
41 by this section, the Town Clerk may certify the publication of the ordinance, notice or
42 other document in any court, and the Town Clerk’s certificate of publication shall be
43 conclusive evidence of the required publication of the Town ordinance, notice or other
44 Town document for all purposes.

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2 B. If a different manner of publication is required by state or federal law,
3 including, but not limited to, publication of an ordinance or other Town document in a
4 newspaper, publication of such ordinance or document shall be done in compliance with
5 the applicable state or federal law. In such circumstance, the ordinance or document may
6 also be posted on the Town's official website, but compliance with the manner of
7 publication required by state or federal law shall be deemed to be compliance with the
8 publication required by the Town Charter.
9

10 1-21-3: RULES AND REGULATIONS: The Town Clerk has the authority from
11 time to time to adopt, amend, alter and repeal administrative rules and regulations
12 necessary for the proper administration of this Chapter. Such regulations shall be adopted
13 in accordance with the procedures established by Title 1, Chapter 18 of this Code.
14

15 Section 2. Section 8 of Ordinance No. 8, Series 2010 is repealed.

16 Section 3. Except as specifically amended hereby, the Breckenridge Town Code, and the
17 various secondary codes adopted by reference therein, shall continue in full force and effect.

18 Section 4. The Town Council hereby finds, determines and declares that this ordinance is
19 necessary and proper to provide for the safety, preserve the health, promote the prosperity, and
20 improve the order, comfort and convenience of the Town of Breckenridge and the inhabitants
21 thereof.

22 Section 5. The Town Council hereby finds, determines and declares that it has the power
23 to adopt this ordinance pursuant to the authority granted to home rule municipalities by Article
24 XX of the Colorado Constitution and the powers contained in the Breckenridge Town Charter.

25 Section 6. This ordinance shall be published and become effective as provided by
26 Section 5.9 of the Breckenridge Town Charter.

27 INTRODUCED, READ ON FIRST READING, APPROVED AND ORDERED
28 PUBLISHED IN FULL this ____ day of _____, 2010. A Public Hearing shall be held at the
29 regular meeting of the Town Council of the Town of Breckenridge, Colorado on the ____ day of
30 _____, 2010, at 7:30 P.M., or as soon thereafter as possible in the Municipal Building of the
31 Town.

32
33 TOWN OF BRECKENRIDGE, a Colorado
34 municipal corporation
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38 By _____
39 John G. Warner, Mayor
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ATTEST:

Mary Jean Loufek, CMC,
Town Clerk

Memorandum

To: Town Council

From: Open Space Staff

Re: Resolution to Approve Open Space Master IGA

Date: August 10, 2010

Attached please find a resolution to approve the Open Space Master Intergovernmental Agreement that was presented first to Town Council on July 27, 2010. This IGA addresses the management of open space that has either been jointly acquired (the two entities split the purchase 50/50) or jointly funded (one entity purchases and the other only makes a contribution) by the Town of Breckenridge and Summit County Government. The IGA addresses options in the event that any jointly funded parcels are sold or included in a Forest Service land exchange (e.g. refunding the contribution, right of first refusal, etc.). The document also provides direction regarding the management of jointly acquired open space (agreeing upon appropriate uses, access, etc.) and the implementation of open space management plans.

1 *FOR WORKSESSION/ADOPTION – AUGUST 10*

2
3 A RESOLUTION

4
5 SERIES 2010

6
7 A RESOLUTION APPROVING AN INTERGOVERNMENTAL AGREEMENT WITH
8 SUMMIT COUNTY CONCERNING JOINTLY OWNED AND JOINTLY FUNDED OPEN
9 SPACE PARCELS

10
11 WHEREAS, the Town of Breckenridge is a home rule municipal corporation organized
12 and existing under Article XX of the Colorado Constitution; and

13
14 WHEREAS, the Summit County is a quasi-municipal corporation organized and existing
15 under the laws of the State of Colorado; and

16
17 WHEREAS, the Town has established a program of acquiring, maintaining, protecting,
18 managing, and preserving public open space lands in and around the Town; and

19
20 WHEREAS, the County has established a program of acquiring, maintaining, protecting,
21 managing, and preserving public open space lands in the County; and

22
23 WHEREAS, the Town and the County each have voter-approved revenue sources
24 dedicated to the acquisition, maintenance, protection, management, and preservation of public
25 open space; and

26
27 WHEREAS, the Town and the County believe that there are numerous public benefits to
28 be realized from the acquisition and proper management and use of public open space; and

29
30 WHEREAS, the Town and the County have jointly acquired numerous open space
31 parcels, and have jointly funded the acquisition of other open space parcels titled solely in the
32 name of either the Town or the County; and

33
34 WHEREAS, the Town and the County intend to continue jointly acquiring and jointly
35 funding additional open space parcels in the future; and

36
37 WHEREAS, the Town and the County desire to establish certain rules and procedures
38 that will govern their joint acquisition and joint funding of open space parcels in the future, as
39 well as those parcels of open space that have previously been jointly acquired and jointly funded;
40 and

41
42 WHEREAS, governmental entities are authorized by Article XIV of the Colorado
43 Constitution and Part 2 of Article 1 of Title 29, C.R.S., to co-operate and contract with one
44 another to provide any function, service, or facility lawfully authorized to each of the co-
45 operating or contracting governmental entities; and

1 WHEREAS, a proposed Intergovernmental Agreement between the Town and Summit
2 County concerning their jointly owned and jointly funded open space parcels has been prepared,
3 a copy of which is marked Exhibit "A", attached hereto, and incorporated herein by reference;
4 and
5

6 WHEREAS, the Town Council has reviewed the proposed Intergovernmental
7 Agreement, and finds and determines that it would be in the best interest of the Town to enter
8 into such agreement.
9

10 NOW, THEREFORE, BE IT RESOLVED BY THE TOWN COUNCIL OF THE TOWN OF
11 BRECKENRIDGE, COLORADO, as follows:
12

13 Section 1. The proposed Intergovernmental Agreement with Summit County concerning
14 the Town and the County's jointly owned and jointly funded open space parcels ("Exhibit "A"
15 hereto) is approved, and the Town Manager is hereby authorized, empowered and directed to
16 execute such Agreement for and on behalf of the Town of Breckenridge.
17

18 Section 2. This resolution shall become effective upon its adoption.
19

20 RESOLUTION APPROVED AND ADOPTED THIS ____ DAY OF _____, 2010.
21

22 TOWN OF BRECKENRIDGE
23

24
25
26 By _____
27 John G. Warner, Mayor
28

29 ATTEST:
30

31
32
33 _____
34 Mary Jean Loufek,
35 CMC, Town Clerk
36

37 APPROVED IN FORM
38

39
40
41 _____
42 Town Attorney Date
43

44
45 800-86\Master Open Space IGA Resolution (06-01-10)
46

1 INTERGOVERNMENTAL AGREEMENT
2 (Jointly Owned and Jointly Funded Open Space Parcels)
3

4 This Intergovernmental Agreement ("*Agreement*") is dated _____,
5 2010 ("*Effective Date*") and is between the TOWN OF BRECKENRIDGE, a Colorado
6 municipal corporation ("*Town*") and SUMMIT COUNTY, COLORADO, acting by and through
7 the BOARD OF COUNTY COMMISSIONERS OF SUMMIT COUNTY, COLORADO
8 ("*County*"). The Town and the County are sometimes referred to individually as a "*Party*", or
9 together as the "*Parties*."

10
11 WHEREAS, the Town is a home rule municipal corporation organized and existing under
12 Article XX of the Colorado Constitution; and
13

14 WHEREAS, the County is a quasi-municipal corporation organized and existing under
15 the laws of the State of Colorado; and
16

17 WHEREAS, the Town has established a program of acquiring, maintaining, protecting,
18 managing, and preserving public open space lands in and around the Town; and
19

20 WHEREAS, the County has established a program of acquiring, maintaining, protecting,
21 managing, and preserving public open space lands in the County; and
22

23 WHEREAS, the Town and the County each have voter-approved revenue sources
24 dedicated to the acquisition, maintenance, protection, management, and preservation of public
25 open space; and
26

27 WHEREAS, the Town and the County believe that there are numerous public benefits to
28 be realized from the acquisition and proper management and use of public open space; and
29

30 WHEREAS, prior to the date of this Agreement the Town and the County have jointly
31 acquired numerous open space parcels, and have jointly funded the acquisition of other open
32 space parcels titled solely in the name of either the Town or the County; and
33

34 WHEREAS, the Town and the County intend to continue jointly acquiring and jointly
35 funding additional open space parcels in the future; and
36

37 WHEREAS, the Town and the County desire to establish certain rules and procedures
38 that will govern their joint acquisition and joint funding of open space parcels in the future, as
39 well as those parcels of open space that have been jointly acquired and jointly funded prior to the
40 date of this Agreement.
41

42 NOW, THEREFORE, for and in consideration of the mutual promises and covenants
43 contained herein, and intending to be legally bound, the Parties agree as follows:
44

INTERGOVERNMENTAL AGREEMENT

1 1. Authority. This Agreement is entered into pursuant to the authority granted by Article
2 XIV, Section 18(2)(a) of the Colorado Constitution and Part 2 of Article 1 of Title 29,
3 C.R.S.

4 2. Definitions. As used in this Agreement, the following terms have the following
5 meanings, unless the context clearly requires otherwise:

Act: The Colorado Governmental Immunity Act, Part 1 of Article 10 of Title 24, C.R.S., as amended throughout the Term of this Agreement.

Acquiring Party: The Party purchasing and holding title to a Jointly Funded Open Space Parcel.

Authorized Representative: A person designated by a Party as having the authority to settle a controversy arising under this Agreement on behalf of such Party.

Contributing Party: The Party that makes a financial contribution toward the purchase of a parcel of Jointly Funded Open Space Parcel, but does not hold title to such parcel.

Defaulting Party: A Party alleged to be in default under this Agreement.

Jointly Acquired Open Space Parcel: Real property jointly paid for by the Town and the County, and titled in the name of both the Town and the County.

Jointly Funded Open Space Parcel: Real property jointly paid for by the Town and the County, but titled solely in the name of either the Town or the County.

Open Space Management Plan: The joint plan or plans, as may be applicable, for the use, maintenance, and management of Jointly Acquired Open Space Parcels and those Jointly Funded Open Space Parcels described in Section 7 of this Agreement, as amended or replaced from time to time throughout the Term of this Agreement.

Non-Defaulting Party: The Party asserting that the other Party is in default under this Agreement.

INTERGOVERNMENTAL AGREEMENT

Open Space Parcel: A collective term including all Jointly Acquired Open Space Parcels, and those Jointly Funded Open Space Parcels described in the Open Space Management Plan, unless the context clearly indicates otherwise.

Term: Both the initial term and all renewal terms of this Agreement as described in Section 3.

Will or Will Not: Terms indicating a mandatory obligation to act or to refrain from acting, respectively, as described in this Agreement.

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3. Term.

3.1 The initial term of this Agreement commences as of the Effective Date of this Agreement and ends, subject to earlier termination as hereafter provided in the event of default or non-appropriation, on December 31, 2010 .

3.2 On January 1, 2011, and on each subsequent January 1st, this Agreement will automatically renew for successive terms of one year each until such time as either the Town or the County gives written notice of termination in accordance with the next sentence of this Subsection. Beginning October 1, 2010, either Party may terminate this Agreement, without cause and without liability for breach, by giving the other Party written notice of termination prior to October 1st any year. Such notice must be given in the manner provided for in Section 12. Upon the giving of timely notice of termination, this Agreement will terminate (and will not be renewed) on December 31st following the giving of the notice of termination.

4. Applicability.

4.1 This Agreement applies to all Jointly Funded Open Space Parcels and to all Jointly Acquired Open Space Parcels existing as of the date of this Agreement, as well as to all Jointly Funded Open Space Parcels and Jointly Acquired Open Space Parcels acquired or jointly funded by the Parties throughout the Term of this Agreement. **Exhibit “A”** is a list of properties the Parties have identified as Jointly Funded Open Space Parcels existing as of the Effective Date of this Agreement, and **Exhibit “B”** is a list of Jointly Acquired Open Space Parcels existing as of the Effective Date of this Agreement. If it is subsequently determined that either Exhibit “A” or Exhibit “B” is incorrect or incomplete, the exhibit will be revised to correctly reflect the listing of all Jointly Funded Open Space Parcels and all Jointly Acquired Open Space Parcels existing as of the Effective Date of this Agreement. The failure to include a particular parcel of

1 land in either Exhibit "A" or Exhibit "B" is not a waiver of either Party's rights (if
2 any) with respect to such parcel.

3 4.2 By separate agreement entered into subsequent to this Agreement the Parties may
4 exclude any Jointly Funded Open Space Parcel or any Jointly Acquired Open
5 Space Parcel from the provisions of this Agreement, or modify this Agreement
6 with respect to any Jointly Funded Open Space Parcel or Jointly Acquired Open
7 Space Parcel.

8 4.3 This Agreement does not apply to any real property owned by either Party that is
9 neither a Jointly Funded Open Space Parcel or a Jointly Acquired Open Space
10 Parcel.

11 5. Jointly Funded Open Space. The following provisions apply to the acquisition and
12 possible disposition of a Jointly Funded Open Space Parcel.

13 5.1 If the Parties agree to purchase a Jointly Funded Open Space Parcel, they will
14 agree upon:

- 15 (a) the Party who will take title to the Jointly Funded Open Space Parcel;
- 16 (b) the amount of money that will be contributed by the Contributing Party
17 toward the acquisition of the Jointly Funded Open Space Parcel;
- 18 (c) the date by which the money will be paid by the Contributing Party to the
19 Acquiring Party; and
- 20 (d) other matters deemed to be relevant to the acquisition of the Jointly
21 Funded Open Space Parcel.

22 5.2 The Acquiring Party will prepare all contract documents related to the acquisition
23 of the Jointly Funded Open Space Parcel.

24 5.3 The Acquiring Party will pay all closing costs related to the acquisition of a
25 Jointly Funded Open Space Parcel.

26 5.4 Title to a Jointly Funded Open Space Parcel will be taken solely in the name of
27 the Acquiring Party, and any title insurance policy for the Jointly Funded Open
28 Space Parcel will be issued solely to the Acquiring Party.

29 5.5 In exchange for the financial contribution made by the Contributing Party, the
30 Acquiring Party agrees to limit the future use of the Jointly Funded Open Space
31 Parcel to those uses agreed to by the Parties in the Open Space Management Plan.
32 If, for any reason, the Parties are unable to agree on the allowed uses of a Jointly
33 Funded Open Space Parcel, and to the extent the Open Space Management Plan
34 does not specify a permitted use, the Acquiring Party agrees that such parcel may
35 only be used for public open space and recreational purposes, including, but not

1 limited to, hiking, cross-country skiing, bicycling, snow-shoeing, environmental
2 reclamation/remediation, and fishing access. The uses enumerated in the
3 preceding sentence also include related work which may or may not require
4 disturbance of the surface of the property or construction of any structure on the
5 Property such as the construction or repair of parking areas, trailhead areas ~~and~~,
6 paved bicycle paths, and soft surface trails.

7 5.6 If a Jointly Funded Open Space Parcel is being used by the Acquiring Party for a
8 use or uses other than those described in Subsection 5.5, such action will
9 constitute a default under this Agreement. The provisions of this Subsection 5.6,
10 and not the default provisions of Section 11 of this Agreement, will apply in such
11 circumstance. If the default is not cured within 30 days after written notice of the
12 default is given by the Contributing Party to the Acquiring Party, or if such
13 default cannot be completely cured within such 30 day period, if the Acquiring
14 Party does not commence correcting the default within the 30 day period and
15 thereafter correct the default with due diligence and good faith, the Acquiring
16 Party will, upon demand by the Contributing Party, refund the amount paid by the
17 Contributing Party in connection with the acquisition of the Jointly Funded Open
18 Space Parcel, together with interest calculated at a rate equal to the overall
19 percentage increase (if any) in the Consumer Price Index for All Urban
20 Consumers (CPI-U) for All Items for the Denver-Boulder, Colorado area
21 produced by the Bureau of Labor Statistics, or any successor index, from the
22 month of the payment by the Contributing Party to the month preceding the
23 refund of the such payment by the Acquiring Party. The amount repaid by the
24 Acquiring Party may never be less than the initial payment made by the
25 Contributing Party. The Acquiring Party will make any payment due to the
26 Contributing Party under this Section 5 within 60 days after the demand for
27 payment has been made by the Contributing Party. Upon receipt of all sums due
28 to it, the Contributing Party will execute such documentation as may reasonably
29 required by the Acquiring Party acknowledging receipt of such sums and, except
30 for indemnification obligations under Section 10, releasing all further claims
31 under this Agreement with respect to the Jointly Funded Open Space Parcel.

32 5.7 If this Agreement is terminated for any reason, the obligation of an Acquiring
33 Party to pay the Contributing Party as described in this Section 5 will continue to
34 be enforceable notwithstanding such termination.

35
36 5.8 If the Acquiring Party trades or sells a Jointly Funded Open Space Parcel, or any
37 portion thereof, to the United States Forest Service, or any other governmental
38 entity, the provisions of Subsection 5.11 do not apply. However, in such event the
39 Acquiring Party shall repay to the Contributing Party the amount paid toward the
40 acquisition of such parcel by the Contributing Party, together with interest on
41 such payment calculated in the manner described in Subsection 5.6

1 termination of this Agreement, and continue to be enforceable thereafter in
2 perpetuity.

3 6.5 No Jointly Acquired Open Space Parcel may be sold except by the mutual
4 agreement of the Parties. The terms and conditions of any such sale shall be set
5 forth in a written contract approved by both Parties. Such contract will provide for
6 an agreed allocation of the net proceeds of the sale between the Parties.

7 6.6 If any parcel of Jointly Acquired Open Space is condemned by a party having the
8 lawful authority to do so, all landowner compensation, attorneys' fees, and costs
9 awarded or agreed to in connection with such condemnation action will be
10 divided equally between the Parties, unless otherwise agreed.

11 6.7 All matters related to the use, maintenance, and management of all Jointly
12 Acquired Open Space Parcels will be determined by mutual agreement of the
13 Parties in the Open Space Management Plan described in Section 7.

14 7. Open Space Management Plan.

15 7.1 From time to time throughout the Term of this Agreement the Parties will
16 develop, approve, fund, and implement one or more Open Space Management
17 Plans for the use, maintenance, and management of:

- 18 (a) all Jointly Acquired Open Space Parcels; and
- 19 (b) those Jointly Funded Open Space Parcels that the Parties agree to include
20 in the plan.

21 The Open Space Management Plans will be approved by the governing bodies of
22 both Parties and will be the controlling agreement for the use, maintenance and
23 management of all Jointly Acquired Open Space Parcels and those Jointly Funded
24 Open Space Parcels included in the plan, unless the plan is modified by mutual
25 agreement of the Parties. If there is a conflict between the terms of the Open
26 Space Management Plans and this Agreement, the terms of this Agreement shall
27 control.

28 8. Insurance.

29 8.1 Required Insurance. Throughout the Term of this Agreement the Town and the
30 County will each procure and maintain the following minimum insurance
31 coverages:

- 32 (a) workers' compensation insurance to cover obligations imposed by
33 applicable laws for any employee of the Town or County (as applicable).
- 34 (b) general liability insurance with limits of liability not less than the limits of
35 liability established from time to time by the Act. The policy must include

1 coverage for bodily injury, broad form property damage (including
2 complete operations), personal injury (including coverage for contractual
3 and employee's acts), blanket contractual, products, and completed
4 operations.

5 Such coverages will be procured and maintained with forms and insurers
6 reasonably acceptable to the other Party. All coverage will be continuously
7 maintained throughout the Term of this Agreement. In the case of any claims-
8 made policy, the necessary retroactive dates and extended reporting periods will
9 be procured to maintain such continuous coverage.

10
11 8.2 Deductibles. The Town and the County are each solely responsible for any
12 deductible amounts required to be paid under their own required insurance
13 policies described in Subsection 8.1.

14 8.3 Insurance Certificate. Each Party shall provide the other Party with a certificate of
15 insurance evidencing that policies providing the required coverages, conditions,
16 and minimum limits are in full force and effect. Such certificates shall be
17 provided within 10 days of the Effective Date of this Agreement, and on each
18 renewal or replacement of the required insurance policies throughout the Term of
19 this Agreement. The completed insurance insurances will be sent to the Parties at
20 the addresses provided in Section 12.

21 8.4 Open Space Not To Be Open To Public Use If No Insurance Coverage. If at any
22 time during the Term of this Agreement either the Town or the County fails to
23 procure or maintain policies providing the required coverages, conditions, and
24 minimum limits set forth above, no public use of any Jointly Acquired Open
25 Space Parcel will be permitted until such time as the required insurance policies
26 have been obtained. The failure of a Party to produce a certificate of insurance
27 evidencing that policies providing the required coverages, conditions, and
28 minimum limits are in full force and effect within 10 days of a written demand by
29 the other Party shall create a presumption that the required insurance policies are
30 not in full force and effect. This Subsection 8.4 shall not be deemed to create a
31 duty by either the Town or County to patrol or enforce any closure of a Jointly
32 Acquired Open Space Parcel.

33 9. Governmental Immunity. The Parties are each relying on, and do not waive or intend to
34 waive by any provision of this Agreement, the monetary limitations (presently \$150,000
35 per person and \$600,000 per occurrence) or any other limitation, right, immunity, defense
36 or protection otherwise available to Town and the County, and their officers,
37 representatives, agents and employees.

38 10. Mutual Indemnification.

39 10.1 Indemnification By Town. The Town will indemnify and defend the County, its
40 officers, employees, insurers, and self-insurance pool against all liability, claims,

1 and demands, on account of injury, loss, or damage, including, without limitation,
2 claims arising from bodily injury, personal injury, sickness, disease, death,
3 property loss or damage, or any other loss of any kind whatsoever, arising out of
4 or in any manner connected with this Agreement, to the extent that such injury,
5 loss, or damage is caused by:

6 (a) the negligence or intentional wrongful act of the Town, or any officer,
7 employee, representative or agent of the Town; or

8 (b) the Town's breach of this Agreement,

9 except to the extent such liability, claim or demand arises through the negligence
10 or intentional wrongful act of the County, its officers, employees, or agents, or the
11 County's breach of this Agreement. To the extent indemnification is required
12 under this Agreement, the Town agrees to investigate, handle, respond to, and to
13 provide defense for and defend against, any such liability, claims, or demands at
14 its expense, and to bear all other costs and expenses related thereto, including
15 court costs and attorney fees.
16

17 10.2 Indemnification By County. The County will indemnify and defend the Town, its
18 officers, employees, insurers, and self-insurance pool against all liability, claims,
19 and demands, on account of injury, loss, or damage, including, without limitation,
20 claims arising from bodily injury, personal injury, sickness, disease, death,
21 property loss or damage, or any other loss of any kind whatsoever, arising out of
22 or in any manner connected with this Agreement, to the extent that such injury,
23 loss, or damage is caused by:

24 (a) the negligence or intentional wrongful act of the County, or any officer,
25 employee, representative or agent of the County; or

26 (b) the County's breach of this Agreement,

27 except to the extent such liability, claim or demand arises through the negligence
28 or intentional wrongful act of the Town, its officers, employees, or agents, or the
29 Town's breach of this Agreement. To the extent indemnification is required under
30 this Agreement, the County agrees to investigate, handle, respond to, and to
31 provide defense for and defend against, any such liability, claims, or demands at
32 its expense, and to bear all other costs and expenses related thereto, including
33 court costs and attorney fees.
34

35 10.3 Indemnity Subject To Act. The obligation of a Party to indemnify and defend the
36 other Party pursuant to this Section 10 is expressly subject to any applicable
37 limitation or provision of the Act or any other law providing similar limitations or
38 protections.

39 10.4 Indemnity For Worker's Compensation Claims.

INTERGOVERNMENTAL AGREEMENT

1 (a) The Town will indemnify and defend the County with respect to any
2 claim, damage, or loss arising out of any worker's compensation claim of
3 any employee of the Town.

4 (b) The County will indemnify and defend the Town with respect to any
5 claim, damage, or loss arising out of any worker's compensation claim of
6 any employee of the County.

7 10.5 Survival. The obligation of a Party to indemnify and defend the other Party
8 pursuant to this Section 10 will survive the termination of this Agreement, and
9 will continue to be enforceable thereafter until such obligations are fully
10 performed.

11 11. Default; Resolution Of Disputes.

12 11.1 Default. A default will exist under this Agreement if any Party violates any
13 covenant, condition or obligation required to be performed hereunder. If any
14 Party fails to cure such default within 20 business days after another Party gives
15 written notice of the default to the Defaulting Party, then, at the Non-Defaulting
16 Party's option, the Non-Defaulting Party may terminate this Agreement. In the
17 event of a default not capable of being cured within 20 business days, a
18 Defaulting Party will not be in default hereunder if it commences curing the
19 default within 20 business days after receipt of written notice of default from the
20 Non-Defaulting Party, and thereafter cures such default with due diligence and in
21 good faith. Notwithstanding any Party's right to terminate this Agreement for an
22 uncured default, this Agreement is subject to the rights of any Party to invoke the
23 remaining provisions of this Section 11.

24 11.2 Negotiation. Either Party may give the other Party written notice of any dispute
25 arising out of or related to this Agreement that is not resolved in the normal
26 course of business. The Parties will attempt in good faith to resolve any such
27 dispute promptly by negotiations between the Parties' Authorized
28 Representatives. Within 15 business days after receipt of said notice, Authorized
29 Representatives will meet at a mutually acceptable time and place, and thereafter
30 as often as they reasonably deem necessary, to exchange relevant information and
31 to attempt to resolve the dispute. If the matter has not been resolved within 60
32 business days of the notice of dispute, or if the Parties fail to initially meet within
33 15 business days, either Party to the dispute may initiate mediation of the
34 controversy as provided below.

35 11.3 Mediation. If the dispute has not been resolved by negotiation as provided above,
36 the Parties will endeavor to settle the dispute by mediation with a neutral third
37 Party. If the Parties encounter difficulty in agreeing on a neutral third Party, they
38 may each appoint a neutral third Party, such third Parties to appoint a neutral third
39 Party to mediate.

1 11.4 Arbitration. Any dispute arising out of or relating to this Agreement or the
2 breach, termination or validity hereof, which has not been resolved by the
3 methods set forth above within 60 business days of the initiation of mediation,
4 will be finally settled by binding arbitration conducted expeditiously in
5 accordance with the commercial arbitration rules of the American Arbitration
6 Association (or other rules as may be agreed to by the Parties) by a sole arbitrator.
7 The place of arbitration will be Breckenridge, Colorado. The arbitrator is not
8 empowered to award damages in excess of compensatory damages.

9 11.5 Provisional Remedies. The procedures specified in this Section 11 are the sole
10 and exclusive procedures for the resolution of disputes among the Parties arising
11 out of or relating to this Agreement; provided, however, that a Party may seek a
12 preliminary injunction or other provisional judicial relief if, in its judgment, such
13 action is necessary to avoid irreparable damage or to preserve the status quo.
14 Despite such action, the Parties will continue to participate in good faith in the
15 procedures specified in this Section 11.

16 11.6 Performance To Continue. Each Party is required to continue to perform its
17 obligations under this Agreement pending final resolution of any dispute arising
18 out of or relating to this Agreement.

19 11.7 Extension Of Deadlines. All deadlines specified in this Section may be extended
20 by mutual agreement.

21 11.8 Costs. Each Party will pay its own costs with respect to negotiation and
22 mediation. The prevailing Party in any arbitration or provisional judicial relief is
23 entitled to reimbursement from the other Party for all reasonable costs and
24 expenses, including attorney fees in connection with such arbitration or
25 provisional judicial relief.

26 12. Notices. All notices required or permitted under this Agreement must given by registered
27 or certified mail, return receipt requested, postage prepaid, or by hand or commercial
28 carrier delivery, or by telecopies directed as follows:

29 If intended for Town to:

30
31 Town of Breckenridge
32 P.O. Box 168
33 150 Ski Hill Road
34 Breckenridge, Colorado 80424
35 Attn: Timothy J. Gagen, Town Manager
36 Telecopier number: (970)547-3104
37 Telephone number: (970)453-2251
38

39 with a copy in each case (which will not constitute notice) to:
40

1 Timothy H. Berry, Esq.
2 Town Attorney
3 Timothy H. Berry, P.C.
4 131 West 5th Street
5 P. O. Box 2
6 Leadville, Colorado 80461
7 Telephone number: (719)486-1889
8 Telecopier number: (719)486-3039
9

10 If intended for County, to:

11
12 Board of County Commissioners
13 P.O. Box 68
14 Breckenridge, Colorado 80424
15 Attn: Gary Martinez, County Manager
16 Telephone number: (970)453-3401
17 Telecopier number: (970)453-3535
18

19 with a copy in each case (which will not constitute notice) to:

20
21 Jeff Huntley, Esq.
22 Summit County Attorney
23 P.O. Box 68
24 Breckenridge, Colorado 80424
25 Telephone number: (970)453-3407
26 Telecopier number: (970)454-3535
27

28 Any notice delivered by mail in accordance with this Section is deemed to have been
29 duly given and received on the third business day after the same is deposited in any post
30 office or postal box regularly maintained by the United States postal service. Any notice
31 delivered by telecopier in accordance with this Section is deemed to have been duly given
32 and received upon receipt if concurrently with sending by telecopier receipt is confirmed
33 orally by telephone and a copy of said notice is sent by certified mail, return receipt
34 requested, on the same day to that intended recipient. Any notice delivered by hand or
35 commercial carrier is deemed to have been duly given and received upon actual receipt.
36 Either Party, by notice given as above, may change the address to which future notices
37 may be sent. E-mail is not a valid method for the giving of notice under this Agreement.
38

39 13. Annual Appropriation.

40
41 13.1 Town Appropriation. Notwithstanding anything herein contained to the contrary,
42 the Town's obligations under this Agreement are expressly subject to an annual
43 appropriation being made by the Town Council of the Town of Breckenridge in
44 an amount sufficient to allow Town to perform its obligations under this
45 Agreement. If sufficient funds are not so appropriated, this Agreement may be

1 terminated by either Party without penalty upon notice given in the manner
2 described in Section 12. The Town's obligations under this Agreement do not
3 constitute a general obligation indebtedness or multiple year direct or indirect
4 debt or other financial obligation whatsoever within the meaning of the
5 Constitution or laws of the State of Colorado.

6 13.2 County Appropriation. Notwithstanding anything herein contained to the contrary,
7 the County's obligations under this Agreement are expressly subject to an annual
8 appropriation being made by the Board of County Commissioners of Summit
9 County, Colorado in an amount sufficient to allow the County to perform its
10 obligations under this Agreement. If sufficient funds are not so appropriated, this
11 Agreement may be terminated by either Party without penalty upon notice given
12 in the manner described in Section 12. The County's obligations under this
13 Agreement do not constitute a general obligation indebtedness or multiple year
14 direct or indirect debt or other financial obligation whatsoever within the meaning
15 of the Constitution or laws of the State of Colorado.

16 14. Third Parties. This Agreement does not confer upon or grant to any third party any right
17 to claim damages or to bring suit, action, or other proceeding against either the Town or
18 the County because of any breach of this Agreement, or because of any of the terms,
19 covenants, agreements and conditions contained in this Agreement.

20 15. Waiver. The failure of either Party to exercise any of its rights under this Agreement is
21 not a waiver of those rights. A Party waives only those rights specified in writing and
22 signed by either Party waiving its rights.

23 16. Independent Contractor. In connection with this Agreement each of the Parties acts as an
24 independent contractor (and not an agent or employee of the other Party), without the
25 right or authority to impose tort or contractual liability upon the other Party.

26 17. Applicable Law. This Agreement will be interpreted in all respects in accordance with
27 the laws of the State of Colorado.

28 18. Entire Agreement. This Agreement constitutes the entire agreement and understanding
29 between the Parties as to the subject matter of this Agreement, and supersedes any prior
30 agreement or understanding relating thereto.

31 19. Amendment. This Agreement may be modified or amended only by a duly authorized
32 written instrument executed by the Parties. No oral amendment or modification of this
33 Agreement is allowed.

34 20. Severability. If any of the provisions of this Agreement are declared by a final, non-
35 appealable judgment court of competent jurisdiction to be invalid, illegal or
36 unenforceable in any respect, the validity, legality and enforceability of the remaining
37 provisions of this Agreement will not in any way be affected or impaired thereby.

- 1 21. Section Headings. Section and subsection headings are inserted for convenience only
2 and in no way limit or define the interpretation to be placed upon this Agreement.
- 3 22. Authority. The individuals executing this Agreement on behalf of each of the Parties
4 represent to the other Party that they have all requisite powers and authority to cause the
5 Party for whom they have signed to enter into this Agreement, and to bind such Party to
6 fully perform its obligations as set forth in this Agreement.
- 7 23. No Adverse Construction. Both Parties acknowledge having had the opportunity to
8 participate in the drafting of this Agreement. This Agreement is not to be construed
9 against either Party based upon authorship.
- 10 24. Binding Effect. This Agreement is binding upon, and inures to the benefit of, the Parties
11 and their respective successor governing boards.
- 12 25. Approval By Governing Boards or Other Authority. In accordance with Section 29-1-
13 203(1), C.R.S., this Agreement will not become effective unless and until it has been
14 approved by the governing bodies of both the Town and the County, or by such persons
15 as has the power to approve this Agreement on behalf of the Town and the County.

16 TOWN OF BRECKENRIDGE, a Colorado
17 municipal corporation

18
19
20
21 By: _____
22 John G. Warner, Mayor

23
24 ATTEST:

25
26
27
28 _____
29 Mary Jean Loufek, CMC,
30 Town Clerk

31
32 BOARD OF COUNTY COMMISSIONERS OF
33 SUMMIT COUNTY, COLORADO

34
35 By: _____
36
37
38 Chair

39
INTERGOVERNMENTAL AGREEMENT

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ATTEST:

Kathleen Neel, Clerk and Recorder, and ex-officio
clerk to the Board of County Commissioners

EXHIBIT "A"
TO
INTERGOVERNMENTAL AGREEMENT
(Jointly Owned and Jointly Funded Open Space Parcels)

List of Jointly Funded Open Space Parcels

**[TO BE PREPARED AND INSERTED
BEFORE SIGNING]**

Parcel Name or Description	Acquiring Party	Contributing Party	Acquisition Price	Amount of Contributing Party's Contribution
Cucumber Gulch	TOB	SC	\$4,750,000	\$475,000
Curtis Property	TOB	SC	\$125,000	\$12,500
Fourmile Bridge	SC	TOB	\$250,000	\$25,000

EXHIBIT "B"
TO
INTERGOVERNMENTAL AGREEMENT
(Jointly Owned and Jointly Funded Open Space Parcels)

List of Jointly Acquired Open Space Parcels

**[TO BE PREPARED AND INSERTED
BEFORE SIGNING]**

Parcel Name or Description	Acquisition Price		
B&B Mining Claims	\$9,000,000		
Barney Ford Woods East	\$191,106		
Betz	Land Exchange		
Black Gulch	\$78,968		
Brill Wetlands	\$320,537		
Bruns	\$15,000		
Camp Bird	\$\$60,000		
Carpenter Placer	\$496,000		
Cleopatra Lodes & Summit Gulch	??		
Dash Warren/John Shock Claims	\$17,670		
Detroit Placer	\$202,000		
Esser Claims	\$584,850		
Galena Gulch/Morris	\$46,950		
Galena Mining Claims/Richards	\$76,000		
Golden Gate Placer	\$300,000		
Hardwick Claims	\$120,000		
Jordan/Loma Verde	\$62,500		
Key West (??)			
Kipp	\$3,759		
Lewis	8,400		
Levy	\$135,000		
Middle Fork Swan & Quandary	\$38,364		
Mission Enterprises	26,750		

MJ Lode	\$6,105		
Mt. Guyot	\$38,730		
Munshaw	\$158,000		
North and South Forks of the Swan	\$584,850		
Parkville Phase I	\$500,440		
Parkville Phase II	\$500,425		
Parkville Phase III	\$1,290,000		
Quandary Village Lots	\$480,000		
Ravan Lode	\$15,480		
Ridge #1	\$18,960		
Robertson	\$		
Robinson	\$112,400		
Sts John	\$38,363		
Summit Gulch Claims	\$122,400		
Swan River Valley Lot 12	\$350,000		
Waldbaum 1	\$133,076.05		
Waldbaum 2	\$17,670		
Weber	\$15,480		
White Cloud	\$60,000		
White Top Claims	\$7,740		
Williams	\$191,105		



Memorandum

To: Town Council
From: Jennifer Cram, AICP
Date: August 4, 2010
Subject: Intergovernmental Agreement with Red White and Blue Fire Protection District

Attached to this memo is an Intergovernmental Agreement (IGA) and Resolution to set forth the details of the Red White and Blue Fire Protection District (RWB) administering the Towns Voluntary Defensible Space Ordinance.

To refresh and educate newer Council members the Voluntary Defensible Space Ordinance was adopted in August of 2009 to allow property owners that wish to create Defensible Space the opportunity to do so. It was made clear that creating Defensible Space did not mean clear cutting, but the case by case evaluation of the best way to reduce fuels around a structure while maintaining site buffers. Specimen trees can be preserved and all required landscaping can be preserved provided it is drip irrigated. The RWB staff has been educated on the Town's goals for the implementation of the Ordinance.

The RWB has been performing site inspections, recommending appropriate tree removal and documenting the completion of Voluntary Defensible Space since the Ordinance was approved. This Resolution and Intergovernmental Agreement is merely housekeeping to fulfill what was outlined in the Ordinance. Per the Intergovernmental Agreement the RWB will continue to assist property with the creation of Defensible Space per the standards outlined in the Ordinance and document the completion of Defensible Space for possible future evaluation.

Staff will be available during the worksession to answer any questions regarding the IGA or Resolution.

1 INTERGOVERNMENTAL AGREEMENT
2 (Administration of Voluntary Defensible Space Ordinance)
3

4 This Intergovernmental Agreement ("**Agreement**") is dated _____,
5 2010 ("**Effective Date**") and is between the TOWN OF BRECKENRIDGE, a Colorado
6 municipal corporation ("**Town**") and the RED, WHITE & BLUE FIRE PROTECTION
7 DISTRICT, a Colorado special district ("**District**"). The Town and the District are sometimes
8 referred to individually as a "**Party**", or together as the "**Parties.**"
9

10 WHEREAS, the Town is a home rule municipal corporation organized and existing under
11 Article XX of the Colorado Constitution; and
12

13 WHEREAS, the District is a special district and quasi-municipal corporation organized
14 and existing under the laws of the State of Colorado; and
15

16 WHEREAS, the Town has established a voluntary program allowing property owners to
17 create defensible space around their buildings and structures within the Town; and
18

19 WHEREAS, the District has experience and expertise in the creation of defensible space
20 around buildings and structures; and
21

22 WHEREAS, Subsection J of Policy 48 (Absolute) of the Town of Breckenridge
23 Development Code (Section 9-1-19 of the Breckenridge Town Code), entitled "Voluntary
24 Defensible Space", provides that the District may assist the Town's Director of the Department
25 of Community Development in administering Policy 48 (Absolute) if authorized by an
26 intergovernmental agreement; and
27

28 WHEREAS, the Town desires to have the District assist the Town's Director of the
29 Department of Community Development in administering Policy 48 (Absolute), all as more fully
30 set forth in this Agreement.
31

32 NOW, THEREFORE, for and in consideration of the mutual promises and covenants contained
33 herein, and intending to be legally bound, the Parties agree as follows:
34

- 35 1. Authority. This Agreement is entered into pursuant to the authority granted by Article
36 XIV, Section 18(2)(a) of the Colorado Constitution, and Part 2 of Article 1 of Title 29,
37 C.R.S.
- 38 2. Definitions. As used in this Agreement, the following terms have the following
39 meanings, unless the context clearly requires otherwise:

Act: The Colorado Governmental Immunity Act,
Part 1 of Article 10 of Title 24, C.R.S., as
amended throughout the Term of this
Agreement.

INTERGOVERNMENTAL AGREEMENT

Director: The Director of the Department of Community Development of the Town of Breckenridge, or such person's designee.

Voluntary Defensible Space Ordinance: The Town's program for allowing the voluntary creation of defensible space around buildings and structures as described in Policy 48 (Absolute) of the Town of Breckenridge Development Code (Section 9-1-19 of the Breckenridge Town Code), as amended from time to time throughout the Term of this Agreement.

Term: Both the initial term and all renewal terms of this Agreement as described in Section 3.

Will or Will Not: Terms indicating a mandatory obligation to act or to refrain from acting, respectively, as described in this Agreement.

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3. Term.

3.1 The initial Term of this Agreement commences as of the Effective Date of this Agreement and ends, subject to earlier termination as hereafter provided in the event of default or non-appropriation, on December 31, 2010.

3.2 On January 1, 2011, and on each subsequent January 1st, this Agreement will automatically renew for successive terms of one year each until such time as either the Town or the District gives written notice of termination in accordance with the next sentence of this Subsection. Beginning October 1, 2010, either Party may terminate this Agreement, without cause and without liability for breach, by giving the other Party written notice of termination prior to October 1st any year. Such notice must be given in the manner provided for in Section 8. Upon the giving of timely notice of termination, this Agreement will terminate (and will not be renewed) on December 31st following the giving of the notice of termination.

4. Administration of Town's Voluntary Defensible Space Ordinance.

4.1 The District will assist the Town in the administration of the Voluntary Defensible Space Ordinance. All services performed by the District will be in accordance with the terms, conditions, and restrictions of the Voluntary Defensible Space Ordinance, and any administrative rules and regulations adopted from time to time by the Director in accordance with Subsection 7 of the Voluntary Defensible Space Ordinance.

INTERGOVERNMENTAL AGREEMENT

- 1 4.2 The specific duties and responsibilities to be performed by the District will be
2 established from time to time by the Director and the District.
- 3 4.3 All District personnel involved in the enforcement and administration of the
4 Voluntary Defensible Space Ordinance will be trained by the Director to make
5 sure that they are aware of the Town's goals of preserving buffers and required
6 landscape materials while creating defensible space.
- 7 4.4 The District may charge such reasonable fee for its services as may be approved
8 by the Director; provided, however, that such fee will not exceed the direct and
9 indirect costs incurred by the District in administering the Voluntary Defensible
10 Space Ordinance.
- 11 4.5 Not later than January 1st of each year during the Term of this Agreement the
12 District will provide a written report to the Town describing the work done and
13 services provided by the District under this Agreement during the past calendar
14 year. If requested by the Town, the District will provide appropriate personnel to
15 attend a meeting of the Town Council to review and discuss the annual report.
- 16 5. Governmental Immunity. The Parties are each relying on, and do not waive or intend to
17 waive by any provision of this Agreement, the monetary limitations (presently \$150,000
18 per person and \$600,000 per occurrence) or any other limitation, right, immunity, defense
19 or protection otherwise available to Town and the District, and their officers,
20 representatives, agents and employees.
- 21 6. Mutual Indemnification.
- 22 6.1 Indemnification By Town. To the extent permitted by law, the Town will
23 indemnify and defend the District, its officers, employees, insurers, and self-
24 insurance pool against all liability, claims, and demands, on account of injury,
25 loss, or damage, including, without limitation, claims arising from bodily injury,
26 personal injury, sickness, disease, death, property loss or damage, or any other
27 loss of any kind whatsoever, arising out of or in any manner connected with this
28 Agreement, to the extent that such injury, loss, or damage is caused by:
- 29 (a) the negligence or intentional wrongful act of the Town, or any officer,
30 employee, representative or agent of the Town; or
- 31 (b) the Town's breach of this Agreement,
- 32 except to the extent such liability, claim or demand arises through the negligence
33 or intentional wrongful act of the District, its officers, employees, or agents, or the
34 District's breach of this Agreement. To the extent indemnification is required
35 under this Agreement, the Town agrees to investigate, handle, respond to, and to
36 provide defense for and defend against, any such liability, claims, or demands at

INTERGOVERNMENTAL AGREEMENT

1 its expense, and to bear all other costs and expenses related thereto, including
2 court costs and attorney fees.

3
4 6.2 Indemnification By District. To the extent permitted by law, the District will
5 indemnify and defend the Town, its officers, employees, insurers, and self-
6 insurance pool against all liability, claims, and demands, on account of injury,
7 loss, or damage, including, without limitation, claims arising from bodily injury,
8 personal injury, sickness, disease, death, property loss or damage, or any other
9 loss of any kind whatsoever, arising out of or in any manner connected with this
10 Agreement, to the extent that such injury, loss, or damage is caused by:

- 11 (a) the negligence or intentional wrongful act of the District, or any officer,
12 employee, representative or agent of the District; or
- 13 (b) the District's breach of this Agreement,

14 except to the extent such liability, claim or demand arises through the negligence
15 or intentional wrongful act of the Town, its officers, employees, or agents, or the
16 Town's breach of this Agreement. To the extent indemnification is required under
17 this Agreement, the District agrees to investigate, handle, respond to, and to
18 provide defense for and defend against, any such liability, claims, or demands at
19 its expense, and to bear all other costs and expenses related thereto, including
20 court costs and attorney fees.

21
22 6.3 Indemnity Subject To Act. The obligation of a Party to indemnify and defend the
23 other Party pursuant to this Section 6 is expressly subject to any applicable
24 limitation or provision of the Act, or any other law providing similar limitations
25 or protections.

26 6.4 Indemnity For Worker's Compensation Claims.

- 27 (a) The Town will indemnify and defend the District with respect to any
28 claim, damage, or loss arising out of any worker's compensation claim of
29 any employee of the Town.
- 30 (b) The District will indemnify and defend the Town with respect to any
31 claim, damage, or loss arising out of any worker's compensation claim of
32 any employee of the District.

33 6.5 Survival. The obligation of a Party to indemnify and defend the other Party
34 pursuant to this Section 6 will survive the termination of this Agreement, and will
35 continue to be enforceable thereafter until such obligations are fully performed.

36 7. Default; Resolution Of Disputes.

- 1 7.1 Default. A default will exist under this Agreement if any Party violates any
2 covenant, condition or obligation required to be performed hereunder. If any
3 Party fails to cure such default within 20 business days after another Party gives
4 written notice of the default to the Defaulting Party, then, at the Non-Defaulting
5 Party’s option, the Non-Defaulting Party may terminate this Agreement. In the
6 event of a default not capable of being cured within 20 business days, a
7 Defaulting Party will not be in default hereunder if it commences curing the
8 default within 20 business days after receipt of written notice of default from the
9 Non-Defaulting Party, and thereafter cures such default with due diligence and in
10 good faith. Notwithstanding any Party’s right to terminate this Agreement for an
11 uncured default, this Agreement is subject to the rights of any Party to invoke the
12 remaining provisions of this Section 7.
- 13 7.2 Negotiation. Either Party may give the other Party written notice of any dispute
14 arising out of or related to this Agreement that is not resolved in the normal
15 course of business. The Parties will attempt in good faith to resolve any such
16 dispute promptly by negotiations between the Parties’ Authorized
17 Representatives. Within 15 business days after receipt of said notice, Authorized
18 Representatives will meet at a mutually acceptable time and place, and thereafter
19 as often as they reasonably deem necessary, to exchange relevant information and
20 to attempt to resolve the dispute. If the matter has not been resolved within 60
21 business days of the notice of dispute, or if the Parties fail to initially meet within
22 15 business days, either Party to the dispute may initiate mediation of the
23 controversy as provided below.
- 24 7.3 Mediation. If the dispute has not been resolved by negotiation as provided above,
25 the Parties will endeavor to settle the dispute by mediation with a neutral third
26 Party. If the Parties encounter difficulty in agreeing on a neutral third Party, they
27 may each appoint a neutral third Party, such third Parties to appoint a neutral third
28 Party to mediate.
- 29 7.4 Arbitration. Any dispute arising out of or relating to this Agreement or the
30 breach, termination or validity hereof, which has not been resolved by the
31 methods set forth above within 60 business days of the initiation of mediation,
32 will be finally settled by binding arbitration conducted expeditiously in
33 accordance with the commercial arbitration rules of the American Arbitration
34 Association (or other rules as may be agreed to by the Parties) by a sole arbitrator.
35 The place of arbitration will be Breckenridge, Colorado.
- 36 7.5 Provisional Remedies. The procedures specified in this Section 7 are the sole and
37 exclusive procedures for the resolution of disputes among the Parties arising out
38 of or relating to this Agreement; provided, however, that a Party may seek a
39 preliminary injunction or other provisional judicial relief if, in its judgment, such
40 action is necessary to avoid irreparable damage or to preserve the status quo.
41 Despite such action, the Parties will continue to participate in good faith in the
42 procedures specified in this Section 7.

INTERGOVERNMENTAL AGREEMENT

1 Any notice delivered by mail in accordance with this Section is deemed to have been
2 duly given and received on the third business day after the same is deposited in any post
3 office or postal box regularly maintained by the United States postal service. Any notice
4 delivered by telecopier in accordance with this Section is deemed to have been duly given
5 and received upon receipt if concurrently with sending by telecopier receipt is confirmed
6 orally by telephone and a copy of said notice is sent by certified mail, return receipt
7 requested, on the same day to that intended recipient. Any notice delivered by hand or
8 commercial carrier is deemed to have been duly given and received upon actual receipt.
9 Either Party, by notice given as above, may change the address to which future notices
10 may be sent. E-mail is not a valid method for the giving of notice under this Agreement.

11
12 9. Annual Appropriation.

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14 9.1 Town Appropriation. Notwithstanding anything herein contained to the contrary,
15 the Town's obligations under this Agreement are expressly subject to an annual
16 appropriation being made by the Town Council of the Town of Breckenridge in
17 an amount sufficient to allow Town to perform its obligations under this
18 Agreement. If sufficient funds are not so appropriated, this Agreement may be
19 terminated by either Party without penalty upon notice given in the manner
20 described in Section 8. The Town's obligations under this Agreement do not
21 constitute a general obligation indebtedness or multiple year direct or indirect
22 debt or other financial obligation whatsoever within the meaning of the
23 Constitution or laws of the State of Colorado.

24 9.2 District Appropriation. Notwithstanding anything herein contained to the
25 contrary, the District's obligations under this Agreement are expressly subject to
26 an annual appropriation being made by the District's Board of Directors in an
27 amount sufficient to allow the District to perform its obligations under this
28 Agreement. If sufficient funds are not so appropriated, this Agreement may be
29 terminated by either Party without penalty upon notice given in the manner
30 described in Section 8. The District's obligations under this Agreement do not
31 constitute a general obligation indebtedness or multiple year direct or indirect
32 debt or other financial obligation whatsoever within the meaning of the
33 Constitution or laws of the State of Colorado.

34 10. Third Parties. This Agreement does not confer upon or grant to any third party any right
35 to claim damages or to bring suit, action, or other proceeding against either the Town or
36 the District because of any breach of this Agreement, or because of any of the terms,
37 covenants, agreements and conditions contained in this Agreement.

38 11. Waiver. The failure of either Party to exercise any of its rights under this Agreement is
39 not a waiver of those rights. A Party waives only those rights specified in writing and
40 signed by either Party waiving its rights.

- 1 12. Independent Contractor. In connection with this Agreement each of the Parties acts as an
2 independent contractor (and not an agent or employee of the other Party), without the
3 right or authority to impose tort or contractual liability upon the other Party.
- 4 13. Applicable Law. This Agreement is to be interpreted in all respects in accordance with
5 the laws of the State of Colorado.
- 6 14. Entire Agreement. This Agreement constitutes the entire agreement and understanding
7 between the Parties as to the subject matter of this Agreement, and supersedes any prior
8 agreement or understanding relating thereto.
- 9 15. Amendment. This Agreement may be modified or amended only by a duly authorized
10 written instrument executed by the Parties. No oral amendment or modification of this
11 Agreement is allowed.
- 12 16. Severability. If any of the provisions of this Agreement are declared by a final, non-
13 appealable judgment court of competent jurisdiction to be invalid, illegal or
14 unenforceable in any respect, the validity, legality and enforceability of the remaining
15 provisions of this Agreement will not in any way be affected or impaired thereby.
- 16 17. Section Headings. Section and subsection headings are inserted for convenience only
17 and in no way limit or define the interpretation to be placed upon this Agreement.
- 18 18. Authority. The individuals executing this Agreement on behalf of each of the Parties
19 represent to the other Party that they have all requisite powers and authority to cause the
20 Party for whom they have signed to enter into this Agreement, and to bind such Party to
21 fully perform its obligations as set forth in this Agreement.
- 22 19. No Adverse Construction. Both Parties acknowledge having had the opportunity to
23 participate in the drafting of this Agreement. This Agreement is not to be construed
24 against either Party based upon authorship.
- 25 20. Binding Effect. This Agreement is binding upon, and inures to the benefit of, the Parties
26 and their respective successor governing boards.
- 27 21. Approval By Governing Boards or Other Authority. In accordance with Section 29-1-
28 203(1), C.R.S., this Agreement will not become effective unless and until it has been
29 approved by the governing bodies of both the Town and the District, or by such persons
30 as has the power to approve this Agreement on behalf of the Town and the District.

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INTERGOVERNMENTAL AGREEMENT

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TOWN OF BRECKENRIDGE, a Colorado
municipal corporation

By: _____
John G. Warner, Mayor

ATTEST:

Mary Jean Loufek, CMC,
Town Clerk

RED, WHITE & BLUE FIRE PROTECTION
DISTRICT

By:

Chair



Scheduled Meetings, Important Dates and Events

Shading indicates Council attendance – others are optional

The Council has been invited to the following meetings and events. A quorum may be in attendance at any or all of them. All Council Meetings are held in the Council Chambers, 150 Ski Hill Road, Breckenridge.

AUGUST 2010

- Tuesday, August 10; 3:00/7:30pm First Meeting of the Month
Friday, August 6: 8:00 – 9:00am Coffee Talk – Clint’s
Tuesday, August 24; 3:00/7:30pm Second Meeting of the Month

OTHER MEETINGS

- 1st & 3rd Tuesday of the Month; 7:00pm Planning Commission; Council Chambers
1st Wednesday of the Month; 4:00pm Public Art Commission; 3rd floor Conf Room
2nd & 4th Tuesday of the Month; 1:30pm Board of County Commissioners; County
2nd Wednesday of the Month; 12 pm Breckenridge Heritage Alliance
2nd Thursday of the Month; 5:30pm Sanitation District
3rd Monday of the Month; 5:30pm BOSAC; 3rd floor Conf Room
3rd Tuesday of the Month; 9:00 am Liquor Licensing Authority; Council Chambers
3rd Thursday of the Month; 7:00pm Red White and Blue; Main Fire Station
4th Wednesday of the Month; 9am Summit Combined Housing Authority
Last Wednesday of the Month; 8:30am Breckenridge Resort Chamber; BRC Offices
Other Meetings: CAST, CML, NWCCOG, RRR, QQ, I-70 Coalition